

U.S. Department of Labor

Employment and Training Administration
200 Constitution Avenue, N.W.
Washington, D.C. 20210



June 29, 2016

U.S. Department of Labor (DOL)
Employment and Training Administration (ETA)
200 Constitution Avenue N.W.
Office of Contracts Management
Division of Contract Services
Room N-4643
Washington, D.C. 20210

To: Interested Vendors:

The U.S. Department of Labor Employment and Training Administration (ETA), Office of Apprenticeship (OA), is soliciting responses for Request for Proposal, **DOL-ETA-16-R-00105**, to award up to four (4) contracts to Multi-industry intermediaries to build national partnerships under the umbrella of ApprenticeshipUSA. This procurement is an unrestricted "full and open competition" with an NAICS of 611513 and a Size Standard of **\$7.5MIL**. All qualified Vendors are invited to participate.

Should you have any questions or concerns in reference to this proposal, please contact Dave Chiu, Contract Specialist, at (202) 693- 3092.

A handwritten signature in black ink, appearing to read "E. M. Pollack", written in a cursive style.

Evon M. Pollack
Branch Chief/ Contracting Officer
Division of Contract Policy and Services
Workforce Investment & Administration Branch
U.S. Department of Labor
Employment and Training Administration
200 Constitution Avenue, N.W
Washington, D.C. 20210
Office: 202-693-3335
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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 62			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL-ETA-16-R-00105		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06/29/2016		6. REQUISITION/PURCHASE NUMBER 16-ETA-OAA-CNTR-0013	
7. ISSUED BY US Department of Labor Office of Contracts Management 200 Constitution Ave, NW Room N-4643 Washington DC 20210		CODE ETA OCM NATIONAL		8. ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									

SOLICITATION									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until <u>1400 ET</u> local time <u>07/28/2016</u> (Hour) (Date)									
CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									

10. FOR INFORMATION CALL:	A. NAME Dave Chiu		B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS chiu.dave@dol.gov	
	AREA CODE	NUMBER	EXT.				

11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)		
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OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									

12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>0</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
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13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			

15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER	EXT.					

AWARD (To be completed by government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Evon M. Pollack				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>The U.S. Department of Labor, Employment and Training Administration (ETA) is soliciting proposals for a contractor to assist the Department of Labor (DOL), Employment and Training Administration (ETA), Office of Apprenticeship (OA) in providing support for ApprenticeshipUSA Multiple Industry Intermediary Contracts as outlined in the Statement of Work.</p> <p>The North American Industry Classification Code is 611513 (Apprenticeship Training Programs) and the Size Standard is \$7.5 Million.</p> <p>The period of performance will be twelve (12) months from the date of contract execution by the government, plus 4 (four) one-year options to be exercised at the Government's discretion.</p> <p>This solicitation is Unrestricted.</p> <p>Please be advised that it is the sole responsibility of the offeror to continually view the website https://www.fbo.gov/ for any amendment to this solicitation.</p> <p>Delivery: 30 Days After Award</p> <p>Delivery Location Code: ETA (OCM)</p> <p>US DEPARTMENT OF LABOR 200 CONSTITUTION AVE, NW ROOM N4643 DIVISION OF JOB CORPS PR ATTN: MARIA J PIZARRO ATTN: MARISSA DELA CERNA Washington DC 20210 US</p> <p>FOB: Destination</p> <p>To obligate \$7.5 Million as part of the %90 million appropriation for the ApprenticeshipUSA initiative. This \$7.5 Million will support the the release a Multi Industry RFP.</p> <p>Product/Service Code: U006</p>				

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A - Solicitation/Contract Form

Clauses

B - Supplies or Services/Prices

B.1 General

The Offeror shall provide Time and Materials (T&M) pricing for an Office of Apprenticeship (OA) contractor to develop national partnerships to assist employers, industry associations, joint-labor management organizations, States, grantees, and other organizations to launch multi-employer apprenticeship models that can scale this earn and learn model in high-growth industries and sectors to meet the occupational and skill needs of those industries. A Total Ceiling Price shall be calculated for each year by completing the enclosed Pricing Tables for the Base Year and four (4) one (1) Year Option Periods, and the Summary Pricing Table.

For the Base Year Pricing Table and the four (4) Option Years Pricing Tables, the offeror shall provide their Labor Category Descriptions and Hourly Rates that most closely match the Labor Category Descriptions given in this Request for Proposal (RFP) Pricing Table. If an offeror uses a Consultant or Subcontractor to fill an RFP Labor Category Description, then the pricing for this Labor Category in the Pricing Table should be zero (\$0), the Description should say "See Consultants/Subs " and the Consultant or Subcontractor total yearly pricing only should be entered in the ODC section of the Pricing Table.

B.2 PRICE/COST SCHEDULE**BASE YEAR PRICING TABLE**

BASE YEAR				
DIRECT LABOR				
CLIN	Labor Category	Average Hourly Labor Rates	Estimated Hours	Total
0001	Project Director		200	
0002	Project Manager		1,000	
0003	Subject Matter Expert		1,930	
0004	Sales and Marketing Executive		1,875	
0005	Analyst		800	
0006	Marketing Specialist		450	
0007	Web Developer		200	
0008	Clerical Admin		300	
Total Direct Labor			6,755	
SPECIAL ITEMS				
0009	Industry Trade Partner Fees *	Not to Exceed	(NTE)	\$60,000
0010	Subcontracts to Employers **		(NTE)	\$500,000
OTHER DIRECT COSTS (ODCs)				
0011	ODCs	Not to Exceed	(NTE)	\$52,500
Travel				
	Travel		(NTE)	\$90,000
Total ODCs				
G&A				
Base Year Ceiling				

OPTION YEAR ONE				
DIRECT LABOR				
CLIN	Labor Category	Average Hourly Labor Rates	Estimated Hours	Total
1001	Project Director		200	
1002	Project Manager		1,000	

1003	Subject Matter Expert		1,930	
1004	Sales and Marketing Executive		1,875	
1005	Analyst		800	
1006	Marketing Specialist		450	
1007	Web Developer		200	
1008	Clerical Admin		300	
Total Direct Labor			6,755	
SPECIAL ITEMS				
1009	Industry Trade Partner Fees *	Not to Exceed	(NTE)	\$61,800
1010	Subcontracts to Employers **		(NTE)	\$515,000
OTHER DIRECT COSTS (ODCs)				
1011	ODCs	Not to Exceed	(NTE)	\$54,075
Travel				
	Travel		(NTE)	\$92,700
Total ODCs				
G&A				
Option Year One Ceiling				

OPTION YEAR TWO				
DIRECT LABOR				
CLIN	Labor Category	Average Hourly Labor Rates	Estimated Hours	Total
2001	Project Director		200	
2002	Project Manager		1,000	
2003	Subject Matter Expert		1,930	
2004	Sales and Marketing Executive		1,875	
2005	Analyst		800	
2006	Marketing Specialist		450	
2007	Web Developer		200	
2008	Clerical Admin		300	
Total Direct Labor			6,755	
SPECIAL ITEMS				

2009	Industry Trade Partner Fees *	Not to Exceed	(NTE)	\$63,654
2010	Subcontracts to Employers **		(NTE)	\$530,450
OTHER DIRECT COSTS (ODCs)				
2011	ODCs	Not to Exceed	(NTE)	\$55,697
Travel				
	Travel		(NTE)	\$95,481
Total ODCs				
G&A				
Option Year Two Ceiling				

OPTION YEAR THREE				
DIRECT LABOR				
CLIN	Labor Category	Average Hourly Labor Rates	Estimated Hours	Total
3001	Project Director		200	
3002	Project Manager		1,000	
3003	Subject Matter Expert		1,930	
3004	Sales and Marketing Executive		1,875	
3005	Analyst		800	
3006	Marketing Specialist		450	
3007	Web Developer		200	
3008	Clerical Admin		300	
Total Direct Labor			6,755	
SPECIAL ITEMS				
3009	Industry Trade Partner Fees *	Not to Exceed	(NTE)	\$65,564
3010	Subcontracts to Employers **		(NTE)	\$546,364
OTHER DIRECT COSTS (ODCs)				
3011	ODCs	Not to Exceed	(NTE)	\$57,368
Travel				
	Travel		(NTE)	\$98,345
Total ODCs				
G&A				

Option Year Three Ceiling				
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OPTION YEAR FOUR				
DIRECT LABOR				
CLIN	Labor Category	Average Hourly Labor Rates	Estimated Hours	Total
4001	Project Director		200	
4002	Project Manager		1,000	
4003	Subject Matter Expert		1,930	
4004	Sales and Marketing Executive		1,875	
4005	Analyst		800	
4006	Marketing Specialist		450	
4007	Web Developer		200	
4008	Clerical Admin		300	
Total Direct Labor			6,755	
SPECIAL ITEMS				
4009	Industry Trade Partner Fees *	Not to Exceed	(NTE)	\$67,531
4010	Subcontracts to Employers **		(NTE)	\$562,754
OTHER DIRECT COSTS (ODCs)				
4011	ODCs	Not to Exceed	(NTE)	\$59,089
Travel				
	Travel		(NTE)	\$101,296
Total ODCs				
G&A				
Option Year Four Ceiling				

* Industry Trade Partners Fees can substitute for certain labor hours.

** Subcontracts to Employers can substitute for certain Labor Categories Allowable for up to 60% of all costs.

Summary Pricing

Table

Base Year Total Price	\$XXXXXX
1 st Option Year Total Price	\$YYYYYY
2 nd Option Year Total Price	\$ZZZZZZ
3 rd Option Year Total Price	\$CCCCCC
4 th Option Year Total Price	\$GGGGGG

Total 5 Year Price	\$TTTTTT

Note: List any/all Special Conditions or Assumptions applicable to the Summary Pricing Table.

C - Description/Specifications

C.1 OVERVIEW

The U.S. Department of Labor's (DOL) Employment and Training Administration's (ETA) Office of Apprenticeship (OA) proposes to award up to four (4) contracts to assist industry intermediaries^[1] to build national partnerships under the umbrella of ApprenticeshipUSA.^[2] Industry intermediaries will assist employers, industry associations, joint-labor management organizations, States, grantees, and other organizations to launch and scale multi-employer apprenticeship models that can meet the occupational and skill needs of high-growth industries. Funds will help to establish up to 4 multiple industry sector-based partnerships (Multi-industry) which may be comprised of a lead entity as well as other partners, to support the expansion of registered apprenticeships in more than one industry.

The multi-industry intermediaries chosen to execute this contract will become national ApprenticeshipUSA partners and have a supporting role in the Sectors of Excellence in Apprenticeship (SEAs) www.dol.gov/sites/default/files/SEAsOverviewFactSheet.pdf, a new industry-led apprenticeship initiative of the DOL. ApprenticeshipUSA national partners will work with DOL to provide both financial and technical assistance to: employers, consortia of employers, industry associations, joint labor-management organizations, educational institutions, States, grantees, and others in return for commitments to develop and/or expand Register Apprenticeship programs and train a specified number of apprentices.

^[1] Industry intermediary, for the purposes of this work, is defined as an entity which serves as a conduit between employers, as well as other industry partners, and USDOL to accelerate apprenticeship program development and help broker new multiple sector-based apprenticeship partnerships at the state, regional and national level. Intermediaries are uniquely positioned to convene employers and other key partners to determine workforce trends, and can assist in blending and braiding customized services and seed funding to grow the demand for new apprenticeship programs. Industry Intermediaries usually specialize in a specific sector but may possess expertise or partner with entities that cut across more than one market

^[2] ApprenticeshipUSA is OA's new employer-driven, modernized brand. With ApprenticeshipUSA, we aim to transform the image of Apprenticeship by providing unprecedented apprenticeship opportunities in high-growth industries like Cybersecurity, healthcare, business services, IT, Transportation, and Advanced Manufacturing, but we are also opening up more doors of opportunities for youth, Veterans, women, and people of color.

C.2 BACKGROUND

Registered Apprenticeship provides opportunity for workers seeking high-skilled, high- paying jobs and for employers seeking to train and retain a highly productive workforce. In order for the country to meet its workforce needs and to help U.S. companies maintain a competitive advantage in the global economy, DOL has committed to expand the availability of apprenticeship to more businesses and workers across the country through the ApprenticeshipUSA Initiative.

In September 2015, the DOL invested \$175 million in the American Apprenticeship Initiative (AAI), and ETA awarded 46 AAI Grants to advance the growth and diversity of apprenticeships in the U.S. Today, apprenticeship has grown by over 75,000 active apprentices since we began our efforts.

Affirming DOL's efforts to further the development and expansion of apprenticeships, \$90 million (in new funding) was appropriated in the Fiscal Year 2016 Omnibus to advance apprenticeships in the United States. This historic \$90 million ApprenticeshipUSA investment supports a comprehensive set of strategies designed to expand opportunities relating to apprenticeship programs registered under the National Apprenticeship Act. To this end, these new investments made here will create a new component within the apprenticeship infrastructure for industry intermediaries to collaborate with employer partners and other stakeholders in facilitating streamlined paths to standing up Registered Apprenticeship programs, as well as expand apprenticeships in key targeted industries and occupations. For more information on other investments being made through ApprenticeshipUSA, please visit www.dol.gov/apprenticeship.

Earlier this year, USDOL issued a Request for Information (RFI) which opened on February 19, 2016 and closed on March 10, 2016. From this RFI, we learned that there are national organizations that have interest and broad industry expertise in a variety of sectors that could play a key role in ApprenticeshipUSA efforts. Additionally, some industry partners have regional strength but would need additional partners to provide support to industries on a more national scale. Last, we learned that many potential industry intermediaries may have expertise in a sub-industry (i.e., trucking), but do not yet have the ability to provide technical support to a broader set of employers in the industry at large (i.e., all transportation).

As a result of our analysis, we have adjusted and written this SOW to reflect this reality and indicate that offerors in similar industries or sub-industries should strongly consider partnering together in order to achieve national scope or broader industry and/or multiple sub-industry expertise. We believe this realignment of the SOW will lead to greater outcomes for DOL and ensure that selected applicants can successfully complete all deliverables required.

Since 2014, OA through its SEAs initiative has sought to target industries to expand quality registered apprenticeships, provide technical assistance to potential sponsors, promote greater inclusion and diversity in apprenticeship, and create synergy among organizations to train workers through Registered Apprenticeship in high growth, high-skill industry sectors of the labor market, specifically:

- Healthcare*
- Construction*
- Transportation and Logistics*
- Energy* Manufacturing*; and
- Information and Communications Technology (ICT)*

* For the purposes of this SOW, the above industries will be referred to as the “targeted industries,” all others will be referenced as “non-targeted industries.”

Except in the construction industry, many industries in the U.S. currently lack infrastructure, support and partnerships that: 1) link common industry employers together to aggregate demand, 2) support the development of common apprenticeship standards, 3) provide value-added technical assistance for existing and potential employers, and 4) conduct outreach to additional employers within an industry to start or expand Registered Apprenticeship programs.

The intermediaries selected will serve as ApprenticeshipUSA national industry partners, utilizing the SEAs structure, to gain additional employer commitments, advance new program models, align and leverage Federal and State apprenticeship staff and workforce partners — to the goal of accelerating Registered Apprenticeship adoption in multiple targeted and non-targeted industries. These activities will provide a much-needed national structure for employers to identify critical workforce needs and challenges that could be addressed through industry-driven apprenticeships.

This solicitation will focus on entities whose work targets not only a single industry, but multiple industries, in the targeted SEAs and/or non-targeted sectors.

C.3 OBJECTIVES

In support of expanding and diversifying Registered Apprenticeship through the ApprenticeshipUSA initiative, OA intends to make contracts to industry intermediaries (e.g., industry associations, joint labor management organizations, workforce intermediaries, educational institutions, and consortia of organizations) for multiple sector-based outreach and technical assistance to support and to scale apprenticeship program development, and accelerate innovation in the SEAs and/or non-targeted industries. DOL intends to award up to 4 contracts to intermediaries who will work with multiple sectors – to serve as an ApprenticeshipUSA national industry partner and further develop the SEAs industries' workforce through Registered Apprenticeship.

Overview of funding opportunity and components of this SOW:

- **Industry-Led Scaling of Registered Apprenticeship.** DOL intends to leverage experienced and trusted industry intermediaries to expand quality apprenticeship programs in multiple SEAs and non-targeted industries. Registered Apprenticeship is most represented in some areas of construction, but opportunities exist to expand innovative, high-quality

programs in the SEAs and non-targeted industries. Industry intermediaries are critical to bringing employers together to aggregate demand, promoting the development of common training standards, and providing needed technical assistance.

- **New ApprenticeshipUSA Infrastructure Component.** In assessing the impact of our current investments and strategies, DOL intends to establish a critical role for industry intermediaries and national industry partners that not only makes it easier for employers to start and expand apprenticeship programs, but also builds on DOL's and State Apprenticeship Agencies' (SAAs) expansion efforts in multiple SEAs and non-targeted industries.
- **Funding Mechanism Overview.** Funds will be awarded through competitive contracts. DOL utilized responses from the previously issued Request for Information (RFI) to frame the capabilities of various organizations to perform the required tasks.

Overarching Objective of Industry Intermediary Contracts: The Department's overall goal under these industry contracts is to create and expand new apprenticeships with employers and/or other sponsors of Registered Apprenticeships. The offeror will ultimately be rated upon their organization's ability to develop (under tasks 2-6 below) Registered Apprenticeships in the offeror's selected industries – resulting in at least 450 newly registered apprentices annually.

General Program Requirements. Industry Intermediaries (e.g., Industry Associations, Workforce Intermediaries, Labor-Management Organizations, national or state-wide college systems or consortia of colleges, and others) shall provide the following activities:

- **Conduct Sector-Based Outreach and Recruitment.** Contractors shall develop and implement outreach and marketing schemes (in coordination with USDOL) for their multi-industry sectors to reach a variety of stakeholders, (e.g., employers, industry associations, labor unions, intermediaries, and workforce and educational entities) on the value of Registered Apprenticeships. Contractors may also support outreach and recruitment of additional Leaders of Excellence in Apprenticeship Development, Education, and Research (LEADERS).
- **Advancing "Apprenticeship Accelerator" Models and Registration Support.** Contractors shall provide technical assistance, advice and support to employers, in conjunction with OA and State Apprenticeship Agency (SAA) staff, to facilitate and accelerate the process to create "registration-ready" standards for employers. Contractors shall be expected to assist in the facilitation of apprenticeship "accelerator sessions," as determined by OA.
- **Promote Innovation, Inclusion and Excellence in Registered Apprenticeship.** In mature apprenticeship industries (such as Construction) as well as in others, funds may be used to support additional innovations that promote excellence in Apprenticeship including:
 - **Inclusion and Diversity in Apprenticeship.** Technical assistance can be provided to support employers interested in promoting diversity and inclusion in Apprenticeship, particularly among low-income individuals and underrepresented populations including youth, women, communities of color, Native Americans, and persons with disabilities.
 - **Aligning Apprenticeship with Post-Secondary Credit.** Technical assistance and funding can be used to support sponsors of apprenticeship that wish to provide greater opportunities to earn college credit by undergoing a 3rd party evaluation or other efforts.
 - **Promoting Competency-Based Apprenticeship.** Funding and technical assistance can be used to support sponsors that wish to develop competency based programs in line with OA's existing efforts in this area.
 - **Youth Apprenticeship and Alignment with Career and Technical Education programs (CTE).** Support for employers that wish to develop youth apprenticeship models and/or alignment with CTE efforts in their communities and state or local school systems.
- **Provide Subject Matter Experts (SMEs) and Facilitation.** Contractor shall support the equivalent of at least one full-time, industry Subject Matter Expert position dedicated to the development of Registered Apprenticeships in the industries chosen. The responsibilities of the SME(s) shall include providing support in the offeror's selected industries to employers and apprenticeship staff in the development and identification of standards and competencies in the industries' apprenticeable occupations.
- **Support the DOL Competency-Based Project and Clearinghouse of Curricula, Related Training Instruction (RTI) outlines, Occupational Outlines and Competency Models.** Contractors, at the direction of USDOL, shall serve as an intermediary to further facilitate and develop these apprenticeship programs with the above components for the offeror's selected SEAs and/or non-targeted industries.
- **Expansion of Existing Apprenticeship programs and the initiation of new programs.** As a last resort and upon evidenced need by employers, the contractor may fund a portion of the selected industry employers' apprenticeship training costs in an effort to start or expand apprenticeship programs and create new apprenticeship opportunities for workers in the industry.

C.4 TASKS

Vendors, in their response, must propose at least the following tasks but may include additional tasks that will support the project objectives:

Task 1- Project Management Provide overall project management and maintain regular communication with ETA staff, to ensure timely and quality competition of all project deliverables.

Task Details/Deliverables Include:

- Provide overall project management and maintain regular communication with ETA staff, to ensure timely and quality competition of all project deliverables.
 - Participate in a contract kickoff meeting in Washington DC;
 - Participating in training with Office of Apprenticeship and State Apprenticeship Agency Staff on the registration of apprenticeship programs;
 - Develop an annual project work plan (to be submitted within 30 days of contract award);
 - Participate in periodic calls with ETA regarding the status of the project;
 - Provide quarterly status reports and participate in quarterly meetings with USDOL staff;
 - Provide an Annual Report; Annual Report submission at least 15 days prior to end of each contract year, detailing activities, accomplishments, challenges, and any recommendations for improvement; and
 - Attend annual in-person meetings with OA Senior Leadership to present annual reports/contract close out.
 - Contractor shall develop a presentation to help train staff on the organization's work with the industries, present findings, and discuss best practices. Develop an evaluation of the training.
- All deliverables intended for public dissemination must be provided to OA in “post-ready” format at least fifteen (15) business days before the agreed-upon dissemination date.

Task 2 - Conduct Sector-Based Outreach and Recruitment. Contractors shall develop and implement outreach and marketing schemes (in coordination with USDOL) for their industry sectors to reach a variety of stakeholders, (e.g., employers, industry associations, labor unions, intermediaries, and workforce and educational entities) on the value of Registered Apprenticeships.

Task Details/Deliverables Include:

- Contractors shall conduct a minimum of 400 individual outreach efforts (e.g., sales calls, conference pitches, and email solicitations, etc.) to employers and other potential sponsors of Registered Apprenticeships to register new apprenticeship programs across each selected Industry. Outreach efforts shall be tracked and recorded through OA’s customer relationship management tool. Outreach activities would include (but not limited to):
 - Industry or company research,
 - Apprenticeship sales calls, in-person meetings with Human Resource departments and company representatives,
 - Employer or industry meetings and conference presentations, and
 - Webinars for industry representatives
- In coordination with DOL, create and disseminate marketing materials to all contractor selected industries during sales calls and industry meetings. Activities would include, but not limited to:
 - Creating paper or digital materials that describe the value of Registered Apprenticeship in the industry sectors;
 - Creation of presentations (e.g., PowerPoint) for Human Resource departments and other employer decision-makers on the value of Registered Apprenticeships to the industries.
- Conducting outreach and informational sessions to a range of other public and private potential partners, including but not limited to workforce and educational organizations, labor organization, community-based organizations, and other workforce intermediaries on the value and benefits of Registered Apprenticeship.

Task 3 – Advancing “Apprenticeship Accelerator” Models and Registration Support. Contractors shall provide technical assistance, advice and support to employers, in conjunction with OA and SAAs staff, to facilitate and accelerate the process to create “registration-ready” standards for employers.

Task Details/Deliverables Include:

- **Assist in Advancing Development of Registered Apprenticeship standards with employers.** Contractor shall meet with interested employers, companies, joint-labor management programs, and other potential (apprenticeship) sponsors to assist in development of various standards of apprenticeships. Activities that the Contractor shall deliver include:
 - **Two Industry-led National Guideline Standards (NGS) or National Program Standards.** As developed by national-level industry employers, the contractors shall collaborate with OA in the development of NGS or National Program Standards for two national-level employers or national registered apprenticeship sponsors. Contractor shall develop new nationally-recognized (or significantly revised) registered apprenticeship standards for two (2) occupations that can be widely disseminated and adopted by employers in the industry. Activities would include (but not limited to):
 - Contractor shall make approximately two apprenticeability requests of USDOL. As required, the Contractor shall work with the industry and USDOL to submit two new occupations to be recognized.
 - Meetings and ongoing dialogue with targeted employers in the development of new apprenticeship program standards.
 - Collaboration with OA staff and State Apprenticeship Agency staff, as needed.
 - Convening at least nine industry employers to validate the new Registered Apprenticeship standards prior to submission to USDOL
 - Submission of apprenticeship registration standards to appropriate OA or SAA staff for approval.
 - **Establish 10 Local Registered Apprenticeship Programs with Employers.** The Contractor shall develop a minimum of ten local Registered Apprenticeship programs in collaboration with employers, companies, colleges and other key partners during the period of the contract in collaboration with USDOL and SAAs to include inclusion and diversity. (Local Registered Apprenticeship programs may also be counted against those programs that are under the umbrella of an NGS agreement.) Activities include:
 - Outreach to employers;
 - Development of Registered Apprenticeship Standards;
 - Launch of Registered Apprenticeship programs and onboarding of diverse cohort of apprentices.
 - Technical assistance to assist companies, employers, unions, and others in hiring and/or retaining diverse populations of apprentices into their apprenticeship programs, particularly low-income individuals and underrepresented populations in apprenticeship including youth, women, communities of color, Native Americans, and persons with disabilities. Assistance will be provided in developing inclusion and diversity plans that meet the requirements for registration with USDOL and/or SAAs.
 - Technical assistance in reviewing current on-boarding processes and models of support to ensure successful completion of apprenticeship programs by underrepresented populations. Examples of activities would include supporting pre-apprenticeship programs, leveraging career pathways strategies of community based organizations, connecting apprentices to supportive services to facilitate program completion, and procuring additional Federal or State funding that supports apprentices' persistence in apprenticeships, such as transportation, childcare, or tuition subsidies, etc.
 - Provide such assistance for at least 10 employers or organizations per annum.

Task 4 - Support Sectors of Excellence in Apprenticeship (SEAs). The SEAs initiative was launched as an industry-driven, sector-based strategy to expand apprenticeships. These national industry partnerships provide a structure for the national registered apprenticeship system to engage businesses and partners to address industry-wide obstacles to apprenticeship expansion, provide technical assistance collectively to multiple businesses in a sector, and ultimately accelerate the adoption of quality Registered Apprenticeship programs in targeted industries.

Task Details/Deliverables Include:

- Assist in providing industry technical expertise to chosen targeted Sectors of Excellence, including the corresponding SEAs "Accelerator Sessions" of which each targeted industry will hold up to two per annum. Contractors shall obtain via in-house, sub-contract, or through consultancy -- a full-time equivalent industry SME that is available to provide technical assistance to OA staff, SAAs, and industry in the development of apprenticeship programs. The SME shall be prepared to:
 - Correspond via email, phone, and in-person with OA, SAA, and industry representatives on the development of apprenticeship program standards;

- Offer consultation, advice and share industry resources in the development of apprenticeship program standards and in the initiation of approved apprenticeship programs, including:
 - Assist in identifying resources and/or providers for "train-the-trainer" schemes;
 - On-the-job training outlines;
 - Appropriate curricula, education providers, and company educational materials for related instruction;
 - Related Instruction Outlines;
 - Equal Employment Opportunity requirements; and
 - Wage scales, etc.
- Contractors shall travel as required, facilitating and providing support to OA-sponsored meetings and events.
- Meet with State Approving Agencies, as recommended and supported by OA, to assist in the development of chosen industry (sector-specific) apprenticeship programs.
- Provide outreach to member industry organizations, employers, and other appropriate organizations to support SEA development and OA-led events in the multi-industry sectors.
 - Contractors shall communicate and encourage employers in the industries to attend and/or participate in the SEAs events.
 - Contractors shall establish at least 10 new employer contacts to attend a SEAs event.
 - For OA-established SEA events, the contractors shall keep a record of outreach to businesses, employers, and other organizations for invitation to the SEA event (for up to two-events annually) on OA's database (Salesforce), which access will be issued by USDOL.
 - Provide follow up efforts with employers in coordination with OA and/or SAA staff to progress participating employers in their apprenticeship efforts, including the development of standards of Registered Apprenticeship as a result of attending a SEAs event (standards developed as a result can contribute to other requirements under Task 3).

Task 5 - Curricula, Related Training Instruction (RTI) outlines, Occupational Outlines and Competency Models. Contractors shall serve as an intermediary and contribute to an inventory of curricula, RTI outlines, on-the-job training outlines, and competency-based occupational frameworks for each chosen industry. Contractors shall coordinate with OA and its competency-based apprenticeship contractor in researching apprenticeship occupational skills and competencies from a wide array of sources, both domestic and international. Contractors shall help to populate the inventory (in collaboration with OA's competency-based contractor) of related apprenticeable occupations, competencies, and respective curricula within the specific SEAs and non-targeted industries. Contractors shall work to compile and share best education and training information available to prospective and current apprenticeship program sponsors and affiliated employers.

Task Details/Deliverables Include:

- Contractors shall provide expertise and serve as a consultant to industry associations, apprenticeship sponsors, and affiliated employers as they formulate and choose the appropriate curricula, RTI and occupational outlines, and competency models. Contractors shall:
 - Assist program sponsors and interested employers in researching and culling available instructional curriculum and on-the-job training / work-based learning processes. These may be accessed or developed in conjunction with an education provider (such as a Registered Apprenticeship College Consortium member) TAACCCT Grantee or other appropriate education provider.
 - Identify education partners to collaborate with industry employers and potential apprenticeship programs to develop the curriculum; instructional programs should address the issue of college credit for related instruction, where appropriate.
 - Work processes may incorporate or be based on occupational profiles / templates established at the national-level, where they exist for specific occupations.
 - Research and maintain awareness of industry-based certifications, relevant educational information resources, and state occupational licensing requirements, where appropriate and available.
- Contractors shall assist OA in building with national occupational frameworks, providing expertise and support:
 - Engage expert workers from sponsors, employers, industry associations, LEADERS and SEAs to assist OA and its competency contractor's job analysis and verification to validate occupational skills and competencies. OA will work in conjunction with the SEAs and non-targeted industry contractors to drive selection of the occupations for competency approaches. This may entail assisting OA's competency-based contractor in:

- Locating industry SMEs with experience in an appropriate range of business sizes and needs, to identify the duties and tasks of the occupation.
 - Articulating the core knowledge, skills, and abilities required for that occupation in an agreed-upon format. These may include skills that are common to a range of occupations.
 - Verifying/validating the tasks identified; prioritizing and selecting job tasks for task analysis.
 - Analyzing the selected task and breaking down each task into detailed steps necessary for performance measurement, such as needed for occupational training curriculum development, assessment plans, and related coursework development.
- Contractors shall assist OA in aligning apprenticeship with Post-Secondary Credit and Industry Recognized Credentials. Technical assistance and funding shall be used to support at least 2 sponsors of apprenticeship that wish to provide greater opportunities to earn college credit and/or industry credentials by undergoing a third party evaluation or other efforts. Deliverables include:
 - Providing technical assistance to support the offeror's industry in aligning programs to higher education, including supporting companies in joining and being assessed for the Registered Apprenticeship College Consortium.
 - Providing technical assistance to support the offeror's industry in gaining access to Federal funding supports for higher education, including Pell and Federal Work Study.
 - Promoting models of apprenticeship to the industries that include pathways to higher education, and that include paths to Associate's Degrees, Bachelor's Degrees, and other higher degree attainment.
- Contractors shall assist OA with promotion of Competency-Based Apprenticeship. Funding and technical assistance shall be used to support at least 2 sponsors that wish to develop competency based (or hybrid) programs in line with OA's existing efforts in this area. Deliverables in this category include:
 - Providing technical assistance to the SEAs and/or non-targeted industries when employers request competency-based apprenticeships for various occupations.
 - Connecting those employers to existing resources in the industry for requirements such as job task analysis and development of competencies for an occupation.
 - Providing support and technical assistance in the development of Registered Apprenticeship standards, upon the request and interest of employers in the selected industries.

Task 6 – Expansion of Existing Registered Apprenticeship programs and Initiation of New Registered Apprenticeship Programs.

The Government has provided a line item for direct costs associated with providing technical assistance and resources in support of growing Registered Apprenticeship programs in approved corporate organizations and their industries. In order to be reimbursed these direct costs must be allowable under these terms, allocable to this contract effort, and reasonable. The Contractor shall provide technical assistance and/or directly incentivize new Registered Apprenticeship program start-ups or expand existing programs using the funds set aside in this line item. Start-up incentives to employers may be provided to launch or expand apprenticeship programs based on a commitment by the employer to start a committed number of registered apprentices.

The contractor shall follow their proposed /approved apprenticeship incentive plan, which may include subcontracts that incentivize payments tied to outcomes.

The contractor may provide financial support for employers' Registered Apprenticeship programs. In the case of incentivizing employers in joint labor-management programs or large corporations with subsidiaries and nationwide footprints, the contractor shall provide guarantees for equal distribution among a variety of employers in the selected industries to ensure equity and unbiased distribution.

The Contractor's plan shall result in at least 200 Registered Apprentices annually working with employers and/or other sponsors of Registered Apprenticeships.

Task Details/Deliverables Include:

- Contractor shall first provide technical assistance to employers regarding accessing other state and federal resources and financial support including those identified in DOL's Federal Resource Playbook and others. Contractors shall demonstrate expertise in understanding the sources of funding and support for apprenticeship.

- Provide one-time incentives to a minimum of 10 employers, joint labor management organizations, industry associations, (or other partners included in a multi-employer partnership) via a sub-contract to help defray the initial costs of establishing or expanding registered apprenticeship programs.
 - Allowable activities for which funding may be used, include:
 - Registration of apprenticeship programs with USDOL;
 - Costs related to design and start-up of apprenticeship programs;
 - Classroom education or online training programs for apprentices;
 - Other direct costs related to on-the-job training (excluding wages);
 - Train the trainer costs or activities (with approval of the Contracting Officer Representative (COR));
 - Training equipment for apprentice programs;
 - Curricula development; and/or
 - Financial assistance to support apprentices' persistence in apprenticeship (i.e., transportation, childcare, tools and supplies.)
- In coordination with the COR, the contractor shall submit a revised plan 60 days after contract award providing additional detail on the plan for funding to be approved, and for managing this line item. The final plan must be approved by the COR before these expenses can be incurred. These costs will be closely monitored, therefore the Contractor shall also provide quarterly reports to the COR which identify incentives to be given, entities that were supported with incentives, and itemize apprenticeship assistance activities under this line item.
- The Contractor must receive written assurances from each employer that a minimum number of apprenticeships will be created. The sub-contractors will provide a description of the commitment of number of apprentices, the type of training to be provided, apprenticeship activities or items funded, assurances of apprenticeship program's ongoing sustainability and a plan to transition the apprentices to employees and journeypersons positions over the long-term.

D - Packaging and Marking

[For this Contract, there are NO clauses in this Section]

E - Inspection and Acceptance

[For this Contract, there are NO clauses in this Section]

F - Deliveries or Performance

F.1 DELIVERABLES

Please reference Sections in this RFP for information about 508 compliance, intellectual property, and Conferences, if applicable. Also note that contractor must take into account Paperwork Reduction Act (PRA) requirements if applicable.

Task*	Deliverables	Due Date	Government Review and Approval of Deliverable
1. Project Management	a) Participate in a contract kickoff meeting in Washington DC and receive training from OA and SAAs on registration process.	Within 45 days of contract award.	Verified by COR
	b) Develop an annual project work plan	Submitted within 30 days of contract award.	10 business days
	c) Periodic calls with ETA	Established in work plan.	Verified by COR
	d) Quarterly status reports and attend quarterly meetings.	Reports are requested quarterly, no later than the 10th day after the end of the quarter. USDOL staff will arrange for quarterly meetings once every three months.	10 business days
	e) Annual report.	Due 15 days before each contract year ends.	10 business days
	f) Annual in-person meetings with OA Senior Leadership	Annual. No later than 15 days before close of contract.	Verified by COR
	g) Contractor shall develop a presentation to help train staff on the organization's work with the industry, present findings, and discuss best practices.	Annual. Established in work plan	10 business days
	h) Develop an evaluation of the training.	Annual. Established in work plan	10 business days
2. Conduct Sector-Based Outreach	a) Contractors shall conduct outreach (sales calls) on	Established in work plan	Verified by COR

and Recruitment	apprenticeships.		
	b) Create and disseminate marketing materials to selected industry employers	Established in work plan	10 business days
	c) Provide outreach to potential employers, partners and other stakeholders including workforce and educational organizations, labor unions, CBOs, and other potential partners. (400 total contacts annually)	Established in work plan	Verified by COR
3. Advancing “Apprenticeship Accelerator” Models and Registration Support.	Developing Registered Apprenticeship standards with employers:		30 days
	a) Two new nationally-recognized (or significantly revised) National Guideline Standards or National Program Standards for two new occupations	Established in work plan	
	b) Establish 10 Local Registered Apprenticeship Programs.	Established in work plan	30 days
	c) Provide Inclusion and Diversity in Apprenticeship for 10 employers to meet registration requirements	Established in work plan	30 days
4. Support Sectors of Excellence in Apprenticeship (SEAs).	a) Secure one full-time equivalent Subject-Matter Expert (SME) for chosen industries that is available to provide technical assistance.	Within 45 days of award of contract.	10 business days
	b) Establish (at least) 10 new employer contacts that attend a SEAs event.	Established in work plan	Verified by COR
	c) Travel as required and providing support for the SEAs activities.	As directed by OA	Verified by COR
5.) Curricula, Related Training Instruction (RTI) outlines, Occupational Outlines and Competency Models.	a) Provide expertise and serve as a consultant to industry associations, apprenticeship sponsors, and affiliated employers as they formulate and choose the appropriate curricula, RTI and occupational outlines, and competency models.	Established in work plan	Verified by COR
	b) Contractor shall assist OA in building national occupational frameworks, providing expertise and support	Established in work plan	10 business days
	c) Promoting Competency-Based Apprenticeship for 2 employers	Established in work plan	Verified by COR
	d) Aligning Apprenticeship with Post-Secondary Credit and Industry Recognized Credentials for 2 employers.	Established in work plan	Verified by COR
	a) Provide for quarterly reporting OA.	Established in work	10 business days

6. Expansion of Existing Apprenticeship programs and the initiation of new programs.		plan	
	b) Written assurances from employers that establish apprenticeship programs or expand the number of apprentices in their operation.	Established in work plan	10 business days
	c) Provide technical assistance to employers regarding accessing other state and federal resources and financial support.	Established in work plan	Verified by COR
	d) Provide one-time incentives to a minimum of 10 employers, et al.	Established in work plan	Verified by COR
	e) submit a revised plan to DOL for providing funding and inducements	Established in work plan	10 business days

F.2 PERIOD OF PERFORMANCE

The period of performance will be twelve (12) months from the date of contract execution by the government, plus 4 (four) one-year options to be exercised at the Government's discretion.

F.3 PLACE OF PERFORMANCE

The place of performance will be at the contractor's facilities. However, travel will be to cities located required within the Continental United States. There will be approximately thirty (30) meetings required per year, requiring at least one (1) contractor staff personnel to attend each meeting. OA will approve additional personnel attendance at SEAs meetings.

F.4 DELIVERABLES & PROGRESS REPORTS

In addition to the deliverables listed in Section C.4 – Tasks, the contractor shall provide invoices monthly progress reports to the COR within 15 days after the end of each month.

F.4.1 ACCEPTANCE OF DELIVERABLES

The Government will accept or reject the deliverable by giving written notice. In the event of rejection of any deliverable, the COR, giving the specific reason(s) for the rejection shall notify the Contractor in writing within five working days of receipt of deliverable. The Contractor shall correct the rejected deliverable and return it to the COR within five working days, or a number of days specified in the written notice by the COR.

F.4.1.2 SECTION 508 COMPLIANCE

Final deliverables must meet the following criteria: (1) comply with Section 508 of the Rehabilitation Act for all deliverables that will be posted on the ETA Web site or affiliate sites; and (2) Monthly Report of Activities;

Section 508 Compliance. Section 508 of the Rehabilitation Act, as amended in 1998 by Public Law 105-220 (the Workforce Investment Act), applies to Federal departments and agencies. Section 508 requires that when Federal agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that this technology allows Federal employees and members of the public with disabilities to have access to and use of information and data that is comparable to that by Federal employees and members of the public who are not individuals with disabilities. The term electronic and information technology includes, but is not limited to, computers, printers, software applications, telecommunications products [such as telephones], information kiosks and transaction machines, Internet/Intranet sites, multimedia, and office equipment such as copiers and fax machines.

In order to meet section 508 accessibility requirements, the Contractor shall provide summary narrative text description or a data table describing each complex graphic (e.g., pie graphs, line graphs, maps, bar graphs, flow charts) in a separate Word/Excel document. Label each figure or graphic with a title and corresponding page number. Additional information about accessibility standards related to section 508 may be found at <http://www.webaim.org/standards/508/checklist>. The document provides the actual standard along with the most widely accepted interpretation for each standard of the Section 508 Web Guidelines.” Also, to create accessible pdf files, visit <http://www.section508.gov/docs/pdfguidanceforgovernment.pdf>

Unless the COR specifies differently, two digital copies of any report over 25 pages shall be delivered in media readable by Windows-based programs. Specifically, two copies should be delivered: one copy shall be formatted in Microsoft Word and the second shall be in the Portable Document Format (PDF). Color and/or black & white PDFs are acceptable. Do not submit reports in HTML.

F.5 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this task order, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

F.6 GOVERNMENT FURNISHED INFORMATION

All information necessary to perform the task will be furnished by the Government as needed throughout the performance of this effort. The Contractor shall safeguard any sensitive information and may be required to sign a confidential statement each year indicating the Contractor understands how to properly safeguard information.

F.7 DISCLOSURE OF INFORMATION

Any information gathered by the Contractor in the course of performing this task order shall be used only for the purpose of carrying out this task order. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, or photograph concerning any aspect of work performed under this task order shall be published or disseminated through any media to the public or any third party without the prior written authorization from the government.

The Contractor shall not make use of any information obtained from the performance of this work for any activity outside the scope of this project. All records/documents developed during the course of this task order shall be protected from examination by unauthorized persons. Such records include all forms, computer files, program listings, manuals, documentation; correspondence files contract records and reports. The contractor shall retain all records/ documents in a secure manner. No materials or any summary of these materials shall be released to any individual or organization without prior written permission from the COR.

These obligations do not cease upon expiration or termination of this task order. The Contractor shall include the substance of this provision in all contracts for employment and subcontracting work performed under this task order. The Contractor shall require all employees to sign non-disclosure agreements in compliance with this requirement.

In performance of this task order, the Contractor agrees to assume responsibility for protecting the confidentiality of government information and for ensuring that all work is performed under the supervision of the Contractor or the Contractor’s responsible employees. The Contractor shall keep confidential information provided by inquirers consistent with Federal law, primarily the Privacy Act of 1974 and the Freedom of Information Act and their amendments.

Each employee of the Contractor, to whom information may be made available or disclosed, shall be notified in writing by the Contractor that information disclosed to such employee can be used only for a purpose and to the extent authorized herein. Use of such information for a purpose or to an extent unauthorized herein may subject the offender to criminal sanctions imposed by 18 United States Code (U.S.C.) 641. The law provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisonment up to 10 years, or both.

The limitations noted in the preceding paragraphs do not apply to information, which has been made public by the government. Further, this provision does not preclude the use of any information independently acquired by the Contractor without such limitations or prohibit an agreement, at no cost to the government, between the Contractor and the information owner, which provides for greater rights to the Contractor

F.8 OWNERSHIP OF DATA

During the course of this task order, the Contractor may create or maintain data for the Employment & Training Administration. The Contractor may capture and store certain data/media in Contractor-provided and/or government-provided databases. All of this information is the property of the government, (see FAR 52.227-14, Rights in Data – General which is incorporated by reference into this contract). Upon termination of this contract, all information resources developed in support of the work, including any databases and associated formats and call tools, shall be turned over to the government in its entirety. Should the contract terminate for any reason, the Contractor shall arrange for the timely transfer of such data records to the Government. The Contractor may not keep any information resources or paper or electronic copies of information, without the express written consent of the Contracting Officer.

F.9 PUBLICATION OF MATERIALS

The Contractor shall receive permission from the Contracting Officer prior to publishing any work performed under this contract. Further, the Contractor shall acknowledge the support of the Department of Labor whenever publicizing any work performed under this contract. To implement the foregoing, the Contractor shall include in any publication resulting from work performed under this contract, an acknowledgement substantially the same as follows:

"This project has been funded, either wholly or in part, with Federal funds from the Department of Labor, Employment & Training Administration under contract Number TBD the contents of this publication do not necessarily reflect the views or policies of the Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement of same by the U.S. Government."

G - Contract Administration Data

G.1 DOLAR 2952.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAY 2004)

(a) The Contracting Officer's Representative (COR) for this contract is TBD.

(b) The COR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does **NOT** have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the Contracting Officer must issue such changes

G.2 UNAUTHORIZED COMMITMENTS

The Contracting Officer's Representative (COR) is designated by the Contracting Officer to perform technical liaison between the Contractor's management and the Contracting Officer in routine technical matters constituting general program direction within the scope of the contract. Under no circumstances is the COR authorized to effect any changes in the work required under this contract whatsoever, or enter into any agreement that has the effect of changing the terms and conditions of this contract, or that causes the Contractor to incur any costs. In addition, the COR will not supervise, direct, or control Contractor employees.

Notwithstanding this provision, to the extent that the Contractor accepts any direction that constitutes a change to this contract without prior written authorization of the Contracting Officer, costs incurred in connection therewith are incurred at the sole risk of the Contractor, and if invoiced under this contract will be disallowed. On all matters that pertain to the contract terms and conditions, the Contractor shall communicate with the Contracting Officer.

Whenever, in the opinion of the Contractor, the COR requests efforts beyond the terms and conditions of the contract, the Contractor shall so advise the Contracting Officer. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately, preferably in writing. Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

G.3 INVOICING PROCEDURES:

The contractor shall bill the Government in arrears for work performed under the contract at intervals of no more than once every month.

An original invoice shall be prepared and submitted to the Department of Labor (DOL) by email to:

DOL-NO-ETA@quickpay.dol.gov

Electronic PDF/TIFF Invoice Submittal

In an effort to support the eCommerce initiative and expedite vendor payment processing, the DOL requires invoices to be submitted electronically.

The contractor shall:

- a. Address the invoice to the appropriate e-mail address specified above.
- b. Submit the invoice via attachment in PDF or TIFF format.
- c. Submit only one invoice per electronic submittal.
- d. Enter specific information in the subject line of the e-mail in the following format: *<Contractor Name>, DOL Agency, <Contract Number, BPA Call or Order Number>, Invoice*

Number, <Invoice Amount>

Example: ABC Co, OASAM, DOL00-00-X0000/X0000, Invoice Number AB-1298433, \$15,000.00.

- e. Submit a copy of the email with the attached invoice to the contracting officer's representative (COR) at the COR email address specified in the contract.
- f. Wait for either a success or failure e-mail response, regarding the invoice e-mail, before sending in another e-mail with the same invoice attachment.

The contractor MUST NOT:

- a. Submit an invoice that exceeds the size limit of 16 megabytes (approximately 400-500 pages). However, if the invoice exceeds this limit, a summary invoice attachment of less than 16 megabytes should be e-mailed to the payment e-mail address above; while the detailed invoice, including any supplemental information, shall be sent to the COR or other representative at the address (specified in paragraph 2 below).
- b. Submit an invoice that is heavy in shading or color.
 - 1. An e-mailed PDF image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.
 - 2. An emailed TIFF image must be black and white.
- c. Submit more than one attachment as subsequent attachments will not be recognized.
- d. Submit more than one invoice in a single attachment.

G.4 INVOICE GENERAL INFORMATION

Payment due dates will be calculated only from the date that invoices are received in the electronic invoicing e-mail box and determined to be proper invoices.

Inquiries regarding invoices should be e-mailed to ETAinvoiceinquiries@dol.gov. The relevant invoice must be attached to the inquiry e-mail and the subject line of the e-mail must state "INQUIRY," followed by the information described in paragraph 1).d. above.

Example: INQUIRY: <Contractor Name>, DOL Agency, <Contract Number, BPA Call or Order Number>, Invoice Number, <Invoice Amount>

Do NOT use the electronic invoicing e-mail address for inquiries about the invoice.

G.5 INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.

G.6 TRAVEL

Travel will be required to major U.S. cities located within the Continental United States. There will be one (1) to two (2) Sector of Excellence in Apprenticeship (SEA) meetings with Office of Apprenticeship staff and /or Apprenticeship LEADER organizations required per year (within a 12 month period). For Sectors of Excellence planning meetings (within the Department of Labor – Frances Perkins Building and/or via telephone), contractor we approximate two (2) contractor staff personnel to attend each meeting. OA also approximates one (1) to two (2) contractor staff and one (1) to three (3) SME participants to attend each Sector Excellence meeting. Each SEAs meeting is planned at one (1) to two (2) days each, with one (1) to two (2) overnight stays respectively. The Contractor should plan for an average of one (1) trip per month for SEAs meetings and interactions with OA staff; this may vary depending on contractor's approach and on OA needs for SEAs meetings. However, the contractor should focus travel on outreach to employers and companies to start, register or expand their apprenticeship programs as a travel priority.

Contractors will purchase non-refundable airline tickets only, unless directed otherwise in the approval process, and will ensure due diligence in finding the most economical itinerary to include airlines and lodging. All travel will be reimbursed in compliance with the established Federal Travel Regulation (Joint Travel Regulations). Travel expenses shall be reimbursed at actual costs.

The contractor must submit the Estimated Itemized Costs for all expected travel costs (Hotel, Air Fare, Meals, Taxi, etc.) for any trip to the Contracting Officers Representative (COR) for approval **prior to taking the trip**. The contractor is not allowed to take a trip for purposes of supporting this contract without prior approval of the travel expenses by the COR.

H - Special Contract Requirements

H.1 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs using Department of Labor funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

H.2 USE OF AND PAYMENT TO CONSULTANTS

(a) Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked (e.g., amount per day, per week, per month, etc.), or at a fixed price for performance of a specific task, or at nominal compensation in accordance with Contractor's policies. However, for the use and payment to consultant(s) prior written approval must be obtained from the Contracting Officer.

(b) The amount or rate of payment will be determined on a case-by- case basis, taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the Classification Act or other Federal pay systems, rates paid by private employers and rates previously paid other experts or consultants for similar work.

(c) The contractor shall maintain a written report for the files on the results on all consultations charged to the contract. This report must include, as a minimum: (1) the consultant's name, dates, hours and amounts charged to the contract; (2) the names of the contractor's staff to whom the services are provided; and (3) the results of the subject matter of the consultation.

H.3 UNEMPLOYMENT INSURANCE COST

Unemployment insurance costs shall be paid by the contractor as they are incurred.

However, in the event billings for Unemployment Insurance costs are received by the contractor after the expiration date of this contract and the billings cover the period that this contract was effective, the Government agrees to reimburse the contractor at the same rate that would have been applicable had the cost been paid as they were incurred.

H.4 ACCOUNTING AND AUDITING SERVICES

(a) Accounting

The contractor may procure and utilize such accounting services as are required to establish and maintain an accounting system which reflect accurate, current and complete financial transactions and which meet the standards of the Comptroller General of the United States and the Department of Labor.

(b) Auditing

The contractor shall audit or have audited subcontractor financial records as may be required to determine, at a minimum, the fiscal integrity of financial transactions and compliance with laws, regulations and administrative requirements.

The U.S. Department of Labor shall be responsible for scheduling all audits of the prime contractor's books, documents, papers and records. The Department will use its own audit resources or shall use certified or public accountants under contract or auditors from another Federal agency.

Cost of Accounting Services and Audit of subcontractors as described herein are allowable cost under this contract. Costs for audits for which the U.S. Department of Labor is responsible are unallowable.

H.5 PRINTING

- (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. The intent of this and other printing limitations is to eliminate duplication of final documents.
- (2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black). Such pages shall not exceed the maximum image size of 10-3/4 by 14-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.
- (3) The Contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology. Such pages shall not exceed the maximum image size of 10-3/4 by 14-1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.
- (4) The Contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, the contractor must immediately notify the contracting officer. The contracting officer will provide instructions to the contractor.

H.6 KEY PERSONNEL

(a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under the task orders under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor shall:

- (1) Notify the Contracting Officer reasonably in advance;
- (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
- (3) Obtain the Contracting Officer's written approval.

Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete labor categories requiring. For purposes of this Multi-Industry Contract, the time and fee allocation for the Subject Matter Expert may be divided among industries as appropriate.

(c) List of Key Personnel for this contract:

- Project Manager

- Senior Facilitator
- Analyst
- Subject Matter Expert
- Sales and Marketing Consultant

H.6.1 KEY PERSONNEL DESCRIPTIONS:

- **Project Manager:** Individual with primary day-to-day responsibility for implementation of the project; serves as primary point of contact with ETA. Project Manager shall have Bachelor's degree and four or more years' experience in project management.
- **Senior Facilitator:** Meeting facilitator with extensive education, experience and/or subject matter expertise in the technical assistance topic of the project; able to facilitate complicated, large, and/or public meetings. Senior Facilitators shall have four or more years of relevant experience.
- **Analyst:** Individual qualified by education (Bachelor's level) and/or relevant experience (2 years with a degree and 4 years without a degree) to conduct, generally under close supervision, the primary tasks described in the statement of work.
- **Subject Matter Expert:** Individual whose primary role on the project team is as a subject matter expert on the technical assistance topic of the project; qualified as an SME at the highest level (e.g., Master's level or higher) and/or extensive field experience (six or more years). SME may have experience as an HR manager or specialist or other relevant industry experience that has led to deep understanding of occupational skill requirements and training options and solutions.
- **Sales and Marketing Consultant (Senior Account Executive):** Individual whose primary role on the project is as an industry apprenticeship consultant that will provide outreach, and marketing to companies on the value of registered apprenticeship in the selected industries. The consultant shall provide sales and service employers and other relevant organizations to register an apprenticeship program, provide technical assistance, and secure commitments for apprenticeships. Individual qualified by relevant experience with at least four years of sales experience in the industry or comparable industry.

H.6.2 REMAINDER OF PERSONNEL - POSITION DESCRIPTIONS:

- **Project Director:** Individual with overall responsibility for the project, including quality assurance. Project Director shall have a Bachelor's degree and six or more years of experience in project management.
- **Web Developer:** Develops and designs web applications and web sites. Creates and specifies architectural and technical parameters. Directs web site content creation, enhancement and maintenance. Web Developer shall have four or more years of relevant experience. Should have background in user experience design.
- **Marketing Specialist (Communication Consultant III):** Develops, coordinates, executes, manages, and evaluates outreach communications strategies, plans, and activities. Develops short and long-term strategic communication plans for clients; implements communication plans including liaison with content providers, marketing consultants and production team. Reviews communication products for clarity, effectiveness, and alignment with image and messaging. Marketing specialist shall have Bachelor's degree and 5 years of general experience.
- **Clerical/Administrative/Logistics:** Supports the technical assistance project by performing administrative or clerical tasks and with logistics for SEAS meeting planning. The staff member shall have two or more years of relevant experience in administration and experience assisting staff in the design and execution of meetings that involve of 100 attendees.

H.7 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.8 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the Division of Acquisition and Assistance, Attention: Division Chief.

H.9 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.10 LAWS APPLICABLE

The contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under contract.

This contract in no way relieves the Contractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

H.11 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

(a) No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder. (b) In addition, this contract and any subcontract hereunder is subjected to Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations issued thereunder and found at 29 CFR 31. The Contractor agrees that any service, financial aid, or other benefit to be provided by it under this contract shall be furnished without discrimination because of race, color, sex, or national origin; and that his employment practices shall be subject to the same restrictions to ensure nondiscriminatory treatment of beneficiaries of assistance under the Act.

H.12 FEDERAL REPORTS

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CRF 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

H.13 DISCLOSURE OF CONFIDENTIAL INFORMATION

The Contractor agrees to maintain the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, test reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the projects under subcontracts.

H.14 ELIMINATION OF SEXIST LANGUAGE AND ART WORK

All written materials issued by the Contractor or grantee shall conform to the following guidelines for eliminating sexist language and art work:

(a) Avoid the use of sex reference in job titles. Titles should conform to the Census Bureau's occupational classification system and the most recently published edition of the Dictionary of Occupational Titles.

-- Longshore workers instead of longshoremen.

(b) Avoid the use of male and female gender word forms.

-- Aviator to include men and women pilots, not aviatrix.

(c) Include both sexes by using terms that refer to people as a whole.

-- Human beings or people instead of mankind.

(d) Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Change sentences such as: The average American worker spends 2 years of his life in the workforce.

-- By rewording to eliminate unnecessary gender pronouns and adjectives. (The average American worker spends 20 years in the workforce.)

-- By recasting into the plural. (Most Americans spend 20 years of their lives in the workforce.)

-- By replacing the masculine or feminine pronoun or adjective with "one", "you", "he or she", "her or him", or his or her". (An average American spends 20 years of his or her life in the workforce.)

(e) Refer to both men and women in such generic terms as economist, doctor, or lawyer. Identify sex through the use of pronouns.

-- The lawyer made her final summation.

(f) Avoid the use of stereotyped terms or expressions such as "man-sized" job.

-- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

(g) The use of art work in publications should conform to the following guidelines:

(i) Strive to use racially and sexually balanced designs.

(ii) Depict both men and women in art work on general subject matters.

(iii) Show men and women in a variety of roles in photographs, illustrations, and drawings.

-- Show women and men as managers and skilled laborers.

H.15 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.16 INSURANCE REQUIREMENTS (FAR-Subpart 28.3)

In accordance with the Federal Acquisition Regulation, 48 CFR, Clause 52.228-7 entitled, "Insurance-Liability to Third Persons" the following kinds and amounts of insurance must be procured and maintained in force during the lifetime of the above numbered contract.

A. Workman's Compensation - In the amounts required by State law or the United States Longshoremen's and Harbor Workers' Compensation Act (33 U.S.C. 901).

B. Occupational Diseases Insurance - As required by applicable law. In any area where all occupational diseases are not compensable under applicable law, insurance for occupational diseases shall be secured under the employer liability section of your insurance policy, minimum per accident \$100,000.

C. Employer Liability - This insurance is to cover any liability imposed upon an employer, by law, for damages on account of personal injuries, including death resulting therefrom, sustained by his employees by reason of accident.

D. General Liability Insurance (Bodily Injury) - This insurance protects the insured against claims arising from bodily injury or death to third parties occurring on its business premises or through its operations except those arising from motor vehicles away from the premises, those covered by any Workman's Compensation law, and other exclusions stated in the policy. The required coverage for bodily injury shall be \$200,000 per person and \$500,000 per occurrence.

E. Automobile Liability - The required coverage is \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

F. The policies evidencing such insurance as required under this contract shall contain the following endorsement:

"No cancellation, termination, or modification of this policy shall take effect prior to the expiration of 35 days after written notice of the cancellation, termination or modification together with suitable identification of the policy and name insured has been sent by registered letter to the Government representative at the address stated below:

Name of Contracting Officer: Evon M. Pollack

Address: USDOL/ETA/OCM/DCS

200 Constitution Ave., N.W.

Room N-4643

Washington, D.C. 20210

The types and minimum limits reflected above for vehicle insurance shall apply to any vehicle operated or used in connection with performance of official business under this contract. In the event a privately-owned vehicle is used, the Government's share of insurance premiums, including any additional coverage required to conform with the above limits, shall be prorated in accordance with the vehicle's actual use while conducting business under the terms of this contract.

H.17 DATA COLLECTION FOR THE DEPARTMENT OF LABOR

The Contractor shall be responsible for informing any grantee that they have been requested to collect information for the Department of Labor. The collection of such data shall be the responsibility of the Contractor solely. The Contractor may request assistance from ETA grantees in locating the data. However, the actual data gathering must be done by the Contractor.

H.18 PERFORMANCE STANDARDS

The composition, workmanship, printing or reproduction and substantive content of all reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall strictly conform to the generally accepted quality standards of the Contractor's profession and shall be suitable for dissemination and use without revision, to DOL, other Government agencies and the general public.

Reports shall include a complete disclosure of all data relevant to the work performed, the techniques developed, the investigations made, and shall be relevant to the materials studies and methods and processes employed.

I - Contract Clauses

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

Clause Number	Clause Title
52.202-1	Definitions. (NOV 2013)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
52.203-7	Anti-Kickback Procedures. (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010)
52.203-16	Preventing Personal Conflicts of Interest. (DEC 2011)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
52.204-7	System for Award Management. (JUL 2013)
52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)
52.204-12	Data Universal Numbering System Number Maintenance (DEC 2012)
52.204-14	Service Contract Reporting Requirements. (JAN 2014)
52.207-3	Right of First Refusal of Employment. (MAY 2006)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
52.215-2	Audit and Records - Negotiation. (OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)

52.215-14	Integrity of Unit Prices. (OCT 2010)
52.215-15	Pension Adjustments and Asset Reversions. (OCT 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
52.215-23	Limitations on Pass-Through Charges. (OCT 2009)
52.216-4	Economic Price Adjustment - Labor and Material. (JAN 1997)
52.216-7	Allowable Cost and Payment. (JUN 2013)
52.217-7	Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)
52.217-8	Option to Extend Services. (NOV 1999)
52.219-8	Utilization of Small Business Concerns. (OCT 2014)
52.219-9	Small business subcontracting plan. (OCT 2015)
52.219-14	Limitations on Subcontracting. (NOV 2011)
52.219-16	Liquidated Damages - Subcontracting Plan. (JAN 1999)
52.222-1	Notice to the Government of Labor Disputes. (FEB 1997)
52.222-3	Convict Labor. (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)
52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
52.222-21	Prohibition of segregated facilities. (APR 2015)
52.222-26	Equal Opportunity. (APR 2015)
52.222-37	Employment Reports on Veterans. (FEB 2016)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
52.222-41	Service Contract Labor Standards. (MAY 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (MAY 2014)
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment. (MAY 2014)
52.222-48	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification. (MAY 2014)
52.222-50	Combating Trafficking in Persons. (MAR 2015)
52.222-51	Exemption From Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements. (MAY 2014)
52.222-52	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification. (MAY 2014)
52.222-53	Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (MAY 2014)
52.222-54	Employment Eligibility Verification. (OCT 2015)
52.222-55	Minimum Wages Under Executive Order 13658. (DEC 2015)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-1	Buy American - Supplies. (MAY 2014)
52.225-3	Buy American - Free Trade Agreements - Israeli Trade Act. (MAY 2014)
52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises. (JUN 2000)
52.227-14	Rights in Data-General. (MAY 2014)
52.227-17	Rights in Data--Special Works. (DEC 2007)
52.227-18	Rights in Data - Existing Works. (DEC 2007)
52.227-23	Rights to Proposal Data (Technical). (JUN 1987)
52.228-1	Bid Guarantee. (SEP 1996)
52.228-3	Workers' Compensation Insurance (Defense Base Act). (JUL 2014)
52.229-3	Federal, State, and Local Taxes. (FEB 2013)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)
52.232-8	Discounts for Prompt Payment. (FEB 2002)
52.232-9	Limitation on Withholding of Payments. (APR 1984)
52.232-17	Interest. (MAY 2014)
52.232-18	Availability of Funds. (APR 1984)
52.232-22	Limitation of Funds. (APR 1984)
52.232-23	Assignment of Claims. (MAY 2014)

52.232-24	Prohibition of Assignment of Claims. (MAY 2014)
52.232-25	Prompt payment. (JUL 2013)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
52.232-34	Payment by Electronic Funds Transfer - Other than System for Award Management. (JUL 2013)
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information. (JUL 2013)
52.232-36	Payment by Third Party. (MAY 2014)
52.232-37	Multiple Payment Arrangements. (MAY 1999)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
52.233-1	Disputes. (MAY 2014)
52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.237-11	Accepting and Dispensing of \$1 Coin. (SEP 2008)
52.239-1	Privacy or Security Safeguards. (AUG 1996)
52.242-1	Notice of Intent to Disallow Costs. (APR 1984)
52.242-2	Production Progress Reports. (APR 1991)
52.242-3	Penalties for Unallowable Costs. (MAY 2014)
52.242-4	Certification of Final Indirect Costs. (JAN 1997)
52.242-13	Bankruptcy. (JUL 1995)
52.243-3	Changes - Time-and-Materials or Labor-Hours. (SEP 2000)
52.243-7	Notification of Changes. (APR 1984)
52.244-2	Subcontracts. (OCT 2010)
52.244-6	Subcontracts for Commercial Items. (JUN 2016)
52.245-1	Government Property. (APR 2012)
52.245-9	Use and Charges (APR 2012)
52.246-25	Limitation of Liability - Services. (FEB 1997)
52.247-1	Commercial Bill of Lading Notations. (FEB 2006)
52.249-14	Excusable Delays. (APR 1984)
52.250-1	Indemnification Under Public Law 85-804. (APR 1984)
52.250-5	SAFETY Act - Equitable Adjustment. (FEB 2009)
52.251-1	Government Supply Sources. (APR 2012)
52.253-1	Computer Generated Forms. (JAN 1991)

1.2 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)

1.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months(months)(years).

(End of clause)

I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

I.5 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2010) (DEVIATION)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
[]	[]

(End of clause)

I.7 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

52.222-49 Service Contract Labor Standards-Place of Performance Unknown. (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Washington DC. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by July 5, 2016.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

I.8 52.232-18 Availability of Funds (APR 1984)

I.9 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.10 SPECIAL REQUIREMENTS FOR USING FEDERAL/ COMMERCIAL CONFERENCE SPACE

The Department of Labor has instituted a policy that requires its staff to hold meetings in its U.S. Department of Labor buildings, such as the Frances Perkins Building, BLS Postal Square Building or another GSA-controlled space in the Metropolitan Washington area. In the event a meeting is to be held under the terms of the contract, the contractor is responsible to research the availability of federal space and when suitable federal space is located, arrange for the space be reserved, or contact the COR to arrange for the space to be reserved in the event that the federal agency requires a federal staff person reserve conference space through:

FPB Conference Room Reservations: 202-693-7773

Postal Square Building (BLS) Reservations: 202-691-6630 (30 day advance notice) or email to conference_help@bls.gov.

When these facilities are unavailable or inadequate to meet the requirements of the contract, the contractor shall provide information to support a justification using the formats specified below. The contractor shall document an analysis that includes a list of federal spaces contacted in indicating the reason space was not adequate/available. To support the recommendation of commercial spaces, the contractor shall include three estimates from commercial sources to show evidence that the contractor located the most economical venue for the meeting/conference space.

In most cases, meetings outside Washington, D.C., for ETA administrative purposes, should take place in DOL Regional Offices. In the event a meeting is to be held under the terms of the contract in a regional area, the contractor is responsible to research availability of federal space by checking with ETA point of contact and the OASAM Regional Administrator. In situations where DOL space or other federal space is not available or inadequate to meet the needs of the contract requirement, the Contractor shall document an analysis that includes a list of federal spaces contacted in indicating the reason space was not adequate/available. To support the recommendation of commercial spaces, the contractor shall include three estimates from commercial sources to show evidence that the contractor located the most economical venue for the meeting/conference space.

Timeline - when arranging a meeting, the contractor shall submit a timeline for the meeting which includes:

- identification of the locale
- timeline to contact federal facilities determine availability
- timeline to contact contractor facilities and establish estimated costs in the event a commercial venue is required, fill in the attached justification. The timeline for approval should be two weeks.

In the event the contract specifies a cost reimbursement line item for conferences/meetings, the contract for the space should not be signed until approval has been obtained from the Contracting Officer.

1.11 NONPERSONAL SERVICES

In performance of this contract, the CONTRACT holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's performance work statement for the specific effort. Orders will be formally issued to the CONTRACT holder as opposed to individual CONTRACT holder employees.

b. The services required under the Agreement may include professional and management services within the definition provided by FAR, Part 37. Under this Agreement the Government will obtain professional services, which are essential to the U.S. DEPARTMENT OF LABOR (DOL) mission but not otherwise available within U.S. DEPARTMENT OF LABOR (DOL).

c. The Government will neither supervise contract holder employees nor control the method by which the contract holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or

prepare work schedules for, individual contract holder employees. It shall be the responsibility of the contract holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contract holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the contract holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/ decision making or management nature. All decisions relative to programs supported by CONTRACT holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.

I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [Insert one or more Internet addresses]

(End of clause)

J - List of Documents, Exhibits and Other Attachments

List of Documents, Exhibits, and Other Attachments

Attachment Number	Title	Date
J.3	Attachment J.3	06/29/2016
J1 & J2	Attachment A & B	06/29/2016

Clauses

K - Representations, Certifications, and Other Statements of Bidders

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 Women-Owned Business (Other Than Small Business). (OCT 2014)

(a) *Definition. Women-owned business concern*, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.)* The offeror represents that it ☐ is a women-owned business concern.

(End of provision)

52.204-8 Annual Representations and Certifications. (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

___ (i) Paragraph (d) applies.

____ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.204-17, Ownership or Control of Offeror.

☐ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.204-17 Ownership or Control of Offeror. (NOV 2014)

(a) *Definitions.* As used in this provision-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name: (Do not use a "doing business as" name)]

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name: [(Do not use a "doing business as" name)]

(End of provision)

52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (*check applicable block*) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street, Address, City, County, State,
Zip Code)

**Name and Address of Owner and Operator of the
Plant or Facility if other than Offeror or Respondent**

(End of provision)

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that-

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 Compliance with Veterans' Employment Reporting Requirements. (FEB 2016)

52.225-2 Buy American Certificate. (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-4 Buy American - Free Trade Agreement - Israeli Trade Act Certificate. (MAY 2014)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product,"

"foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
(List as necessary)	

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____

(List as necessary)

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)

52.226-2 Historically Black College or University and Minority Institution Representation. (OCT 2014)

(a) *Definitions.* As used in this provision-

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

Minority institution means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) *Representation.* The offeror represents that it-

[] is [] is not a historically black college or university;

[] is [] is not a minority institution.

(End of provision)

K.2 SIGNATURE BLOCK

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I, the undersigned, am aware of the penalties prescribed in 18 U.S. Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(DUNS Number)

(Address, including Zip Code)

(Telephone Number, including Area Code)

L - Instructions, Conditions, and Notices to Bidders

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

Clause Number	Clause Title
52.204-6	Data Universal Numbering System Number. (JUL 2013)
52.204-16	Commercial and Government Entity Code Reporting. (JUL 2015)
52.204-18	Commercial and Government Entity Code Maintenance. (JUL 2015)
52.214-34	Submission of Offers in the English Language. (APR 1991)
52.214-35	Submission of Offers in U.S. Currency. (APR 1991)
52.215-1	Instructions to Offerors - Competitive Acquisition. (JAN 2004)
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition With Adequate Price Competition. (FEB 2007)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (MAR 2015)
52.232-38	Submission of Electronic Funds Transfer Information with Offer. (JUL 2013)
52.237-10	Identification of Uncompensated Overtime. (MAR 2015)
52.250-2	SAFETY Act Coverage Not Applicable. (FEB 2009)

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Time and Materials Contract contract resulting from this solicitation.

(End of provision)

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text

of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [Insert one or more Internet addresses]

(End of provision)

L.4.1 VENDOR FULL REGISTRATION IN THE SYSTEM FOR AWARD MANAGEMNET (SAM)

In performing the market research for this procurement, it was noted that many of the eligible organizations for this procurement are registered in the System for Acquisition Management (SAM) as grantees (only). In order to be awarded a Government contract, an organization **must be fully registered in SAM**. Full registration in SAM includes the REPS & CERTS section of SAM. Interested offerors, who not fully registered in SAM, should update their SAM applications to include contracts as well in order to ensure that the company is eligible for award in this procurement. A Vendor who submits a Response to this Solicitation, must be fully registered in SAM by the time of the estimated contract award, August 2016.

L.5 INSTRUCTIONS TO THE OFFERORS

Note 1: The North American Industry Classification Code is **611513**, Apprenticeship Training Programs, and the Size Standard is \$7.5 Million for this solicitation. This solicitation is Unrestricted.

Note 2: In performing the market research for this procurement, it was noted that most of the eligible organizations for this procurement are registered in the System for Acquisition Management (SAM) as grantees (only). Interested offerors should modify their applications to include **contracts** as well in order to ensure that the company is eligible for award in this procurement.

Note 3: There will be a **Bidders Conference Webinar on Thursday July 7, 2016 “ApprenticeshipUSA Multiple Industry Intermediary Contracts”** will be held on July 7, 2016 from 2:00-2:30PM. The Bidders Conference Webinar will provide basic information on the contract solicitations for both the single industry RFP and the multi-industry RFP. The call-in number is (888) 233-9481 Passcode: 1526976. Address for the Webinar: *WebEx Link:*

<https://dolevents.webex.com/dolevents/onstage/g.php?MTID=e8d53a78c7ff9cfa10e0bd053c8b0d54d>

Event number: **742 428 421**

Password: **Welcome!25**

L.5.1 Proposal Submission Method and Due Date

One (1) electronic copy of the proposal shall be emailed to the following E-Mail address ETA.lockbox@dol.gov. In the subject line of this email please use “**RFP DOL-ETA-16-R-00105 ApprenticeshipUSA Multiple Industry Intermediary Contracts** by your **Company Name**”. All submissions must be received **NO LATER THAN Thursday, 07/28/2016, by 2:00 PM, Eastern Standard Time (EST)**. This electronic copy of your Technical Proposal **must be word-searchable**. In the case of your Business/Price Proposal, your electronic copy of your Price Proposal Section B.2 (Price Schedule) **must be in Microsoft Excel**. The total size of an offerors electronic response, including all the files required for this response, **shall not exceed Twelve (12) Megabytes**.

All offerors shall E-Mail their proposals to the ETA lockbox E-Mail address using the “request delivery receipt” message option. If an offeror **does not receive delivery confirmation** of their electronically submitted proposal, then the offeror on **the same day of their electronic submission and before the due date of Thursday, 07/28/2016 by 2:00 PM, EST** **must notify** ,via telephone, the DOL ETA Office of Contracts Management POC: Dave Chiu at (202) 693- 3092.

L.5.2 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWLS OF OFFERS

a) Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the Department of Labor office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 2:00 p.m., local time, for the designated Department of Labor office on the date that offers are due.

b) Any offer, modification, or withdrawal received at the Department of Labor office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; and:

(i) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Department of Labor infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(ii) there is acceptable evidence to establish that it was received at the Department of Labor installation designated for receipt of offers and was under the Department of Labor's control prior to the time set for receipt of offers.

c) Acceptable evidence to establish the time of receipt at the Department of Labor installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOL personnel.

d) If an emergency or unanticipated event interrupts normal DOL processes so that offers cannot be received at the Department of Labor office designated for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal DOL processes resume.

e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers. An offer may be withdrawn in person by an offeror or its authorized representative, if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

L.5.3 Proposal Submission Requests For Clarifications (RFC)

Requests for Clarifications (RFC) are to be submitted electronically via email to Dave Chiu at chiu.dave@dol.gov and by **Monday, 07/11/2016, Noon, EST**. Only electronic submissions of requests will be accepted. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that a late RFC raises an issue of significant importance, the government will respond. All Government responses will be posted on Fedbizopps.

L.5.4 Proposal Submission Requirements

The Offeror's response shall consist of the following:

Volume one (1) a Technical Response; and

Volume two (2) a Business Response.

The offeror's written proposal submitted in response to this RFP shall include two parts - Volume I – Technical and Volume II – Business, as listed below. The proposal shall include a one page transmittal letter. The transmittal letter shall identify the solicitation number, include the name and DUNS number of the offeror submitting the proposal, the firm's address, a contact name, fax and phone number. The transmittal letter shall also identify any proposed Subcontractors/Consultants and must contain a statement to the effect that the proposal is guaranteed for a period of at least one hundred and twenty (120) days from the date of proposal receipt by the Government.

Part I - Technical		FORMAT	PAGE LIMIT	# of COPIES
Factor 1	Relevant Experience, Industry Acumen and National Scope	Written		One Original
	Description of your organization's relevant			

	experience and how your organization can provide assistance to employers in the industry across the United States (nationally-delivered service). This should include at least three (3) and no more than five (5) Relevant Project References, all completed within the last eight (8) years		10 Pages	
Factor 2	Technical Approach	Written	10 Pages	One Original
Factor 3	Staff Experience and Qualifications Resumes for the five (5) key personnel are required. Subcontractor commitment letters are required and do not count towards the page limit.	Written, Two (2) Pages per Key Person	5 Key Personnel x 2 pages per Key Personnel = 10 Pages limit	One Original
Total			30 Pages	

Volume II – Business		FORMAT	PAGE LIMIT	Total # of COPIES
Factor 4	Past Performance	Written	Attachment A	PPIRS or One copy per evaluation
Factor 5	Pricing	Written	Total of a 6 Page Limit for the Section B Pricing	1

Volume II is the written pricing section and will include the Offerors Past Performance.

Offerors are cautioned that they must not exceed the page limits cited above. Proposals submitted in excess of the prescribed page limits may be considered non-responsive, and could be removed from consideration.

Written parts of the proposal shall be formatted as follows:

a.	Page Size:	8 ½ x 11” with at least 1” margins on all sides
b.	Font Size:	12 point , Single spacing
c.	Page Numbering:	Pages consecutively numbered within each section
d.	Page Count:	Title pages, tables of contents, The Executive Summary, and section dividers are <u>not included in the page count</u>
e.	Format:	Two-column format is allowable

L.5.5 Instructions for Pricing Response and Past Performance

The Offeror shall complete the Pricing Tables Section B; for the Base Year of the contract, plus four (4), 1 year option periods and the Summary Pricing Table. There is a limit of one (1) page per Pricing Table as given in Section B for the Pricing Response, for a **total of 6 Pages** for the Pricing Tables. Each Offeror completed Pricing Table in Section B, shall be an Excel Spreadsheet. The Pricing Responses shall be a Microsoft Excel Spreadsheet file.

For the Base Year Pricing Table and the four (4) Option Years Pricing Tables, the offeror shall provide their Labor Category Descriptions and Hourly Rates that most closely match the Labor Category Descriptions given in this Request for Proposal (RFP) Pricing Table. If an offeror uses a Consultant or Subcontractor to fill an RFP Labor Category Description, then the pricing for this Labor Category in the Pricing Table should be **zero (\$0)**, the Description should say “See Consultants/Subs “ and the Consultant or Subcontractor total yearly pricing only should be entered in the ODC section of the Pricing Table.

USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM – STATISTICAL REPORTING (PPIRS-SR) IN PAST PERFORMANCE EVALUATION

1. The Government will use the PPIRS-SR system to retrieve qualitative assessments for the prime offeror, or partners in the case of a formal teaming arrangement. Each offeror’s past performance shall be evaluated in accordance with FAR 15.305(a)(2). For purposes of this solicitation, contractor past performance will be based on data from PPIRS-SR, or if an offeror has fewer than five in PPIRS-SR, the offeror may solicit past performance references from current Government clients using the form attached (**Attachment J.1**). The Government will primarily rely upon references from similar contracts for the same or similar services, and/or similar in value. However, the Government may rely upon any other PPIRS-SR report for the offeror/team. Offerors with no history in PPIRS-SR, or surveys, will receive a neutral rating

2. The purpose of PPIRS-SR is to provide source selection officials with quantifiable past performance information.

3. Contractors can obtain access to PPIRS through the Central Contractor Registration process. Instructions can be found at (<http://www.ccr.gov/>)

IF THE OFFEROR KNOWS THAT THEY DO NOT HAVE ANY PPIRS-RS REFERENCES IN THE PPIRS SYSTEM, THEN:

The offerors shall submit past performance evaluations that are in reference to work that was similar to the scope (nature and size) of this RFP’s statement of work. **References must be in relation to work that was at least six months in duration and was performed within the last three years.**

Past performance evaluations shall be submitted by sending the Past Performance Questionnaire (**Attachment J.1**) and the Rating Definition Table (**Attachment J.2**) for references that the offeror currently has or had a contract with. The offeror shall instruct the reference to complete the questionnaire and forward it via email to Trumbore.clyde@dol.gov. **Please note: Questionnaires must be received by the government by the closing date/du e date of this RFP.**

Offerors, via references, shall submit up to five past performance evaluations. If a subcontractor(s) is proposed, three of the five references shall be for the prime contractor and the remaining two shall be for the subcontractor(s).

Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance. References other than those identified by the offeror may be contacted by the Government. Names of individuals providing reference information about an offeror’s past performance shall not be disclosed.

Note: Offerors that are newly formed entities without prior contracts may list contracts and subcontracts as required above for current personnel. Offerors who must have the past performance Questionnaire completed **must also provide/submit** the required three (3) samples of Relevant Corporate Experience described in the next Section **L.5.6**.

L.5.6 Instructions for Technical Proposal Response

Offerors must submit a comprehensive Technical Proposal to provide a basis for sound evaluation by the Government. Proposals that merely offer to provide the requirements as specified in the solicitation, or “parrot back” the requirements of the solicitation, may be determined technically unacceptable. The Technical Proposal shall be organized as follows:

- A.** Transmittal Letter
- B.** Proposal Index
- C.** Executive Summary, 1 Page
- D.** Technical Capability

- 1. Relevant Experience, Industry Acumen & National Scope
- 2. Technical Approach
- 3. Staff Experience and Qualifications

A. Transmittal Letter

The Transmittal Letter contents are described on Section L.5.4 of this RFP.

B. Proposal Index

Offerors are required to submit, as part of their Technical Proposal, an Index referencing the page and paragraph numbers that contain their response/methodology/narrative, on an item-by-item basis, to all requirements of this solicitation.

C. Executive Summary

The purpose of the one (1) Page executive summary is to present a brief introduction and overview of the Proposal, including a summary of the offerors capabilities and qualifications. The executive summary shall be written so that a lay person can easily grasp the essence of the technical approach and plans being proposed.

I. Technical Capability

The Technical Capability portion of the Technical Proposal shall be organized as follows:

- 1. Relevant Experience, Industry Acumen & National Scope
- 2. Technical Approach
- 3. Staff Experience and Qualifications

1. Relevant Experience, Industry Acumen & National Scope

The offeror shall describe their **relevant experience**: 1) as a multi-industry intermediary, 2) to work with a consortia of employers in the selected industries to develop work-based skills programs and/or Registered Apprenticeships, 3) to conduct sector based outreach to the industries’ employers and recruit industry employers to adopt Registered Apprenticeships; and 4) to provide technical assistance on apprenticeships to employers.

The offeror shall submit a minimum of three (3) and no more than five (5) Project References which are descriptions of current and/or past contracts (Federal, state and local government and private) for efforts most relevant to the requirements of this contract. Key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of this contract shall be provided. Furthermore, the offeror will provide examples of those employers with which they have critical relationships in the development of registered apprenticeships. The offeror shall describe in detail and illustrate how their work experience is relevant to each of the six Tasks (1 thru 6), given under Section C.4 - TASKS. The required information shall include the name and identifying contract number of the project, the contracted amount, the tasks accomplished under the project, the period of performance for the

contract and a contact with telephone number at the contracting entity. In addition, offerors shall describe any problems encountered on the identified contracts and the offerors' corrective actions. The Government will consider this information, as well as information obtained from any other sources, when evaluating the offeror's relevant work experience.

The offeror shall describe their **Industry Acumen & National Scope**: This section will provide you with the opportunity to showcase the offeror's ability to reach employers nationally and its industry-wide reach and capability. In particular, we are interested in knowing how the offeror's abilities to reach industry-wide and national audiences of potential employers to adopt apprenticeships. Moreover, this section intends for the offeror to illustrate national-level relationships with other organizations that would provide for industry-wide reach, if not possible by a single entity or applicant. DOL's research through the earlier Request for Information reveals that few organizations alone have the capability to provide all the required services and deliverables. Specifically, the offeror may explain further how their relationships, working together, can fully provide support for the offeror's selected industries by leveraging partner(s) expertise in other sub-industries. Alternatively, the offeror may have clear relationships to leverage national-level organization(s) expertise and infrastructure to reach a national-level audience for the industries.

The offeror shall describe the following elements to indicate the level to which the organization and its partners could reach employers in the multiple industries, nationwide:

- **Partnerships**: The offeror shall describe how the organization and its partners (under the RFP) can provide service to employers in the multiple industries in a variety of occupations. For example, if one of the multiple industries for which the offeror is applying is as a Transportation Industry Intermediary, it should explain how it will work with its partners to meet the occupational and skill needs of with employers requiring skills in multiple modes of transportation (e.g., rail, seafaring, trucking, and aviation).

- **National Structure**: The offeror shall detail how the organization can provide employers with services being available nationally. We are interested in how you will utilize affiliate organizations to provide services in all 50 states. **In particular, organizations that can only meet the industry needs of one state or region of the country, should consider other partners to expand their scope to nation.**

- **Technology**: Because the needs of the industry are needed nationally – the respondent should explain what types of technology it is currently using to reach employers, and the technology platforms it will use to reach additional employers in the industry for the tasks listed in section 4.0.

2.0 Technical Approach

The proposal shall provide a detailed approach to the performance of each of the six (6) Tasks described in Section 4.0 and the Deliverables described in Section 5.0., which provide OA with industry expertise to expand apprenticeships in the identified industries. The contractors selected shall serve as a technical resource to OA and SAAs, a direct resource to consortia of employers in the multi-industry sectors (of the contractor's choosing and ability to act as a trusted operations resource), and for the wider multi-industry system in the United States as the products developed are provided publicly online. Please be sure to document and demonstrate your experience, qualifications and capabilities to perform the six tasks listed.

For the technical proposal, please provide a detailed description of how the contractor shall meet the technical requirements of each of the tasks (listed in section 4) that demonstrates added value beyond reiterating the required tasks.

Through this project, OA plans to create a framework and resources for the nation for which apprenticeship programs and their components (e.g., curricula, competencies, on-the-job training outlines, and RTI outlines) can be more readily available and delivered to the industry and other key stakeholders. In addition to successful demonstration of the offeror's experience and capabilities, innovation and use of technology for efficient use of funds will be valued. We are interested in the contractor's experience, technical capabilities, as well as your approach in collaborating within the selected industries, employers, schools, and other key stakeholders in providing the requested tasks. We are also looking for your approach at learning from and drawing from existing models in the United States, and those that can be found internationally, and other resources to developing industry-driven apprenticeships that creatively blend the practical skills and theory.

In particular for **Task 2**, Conduct Sector Based Outreach and Recruitment, explain how you would be the best qualified to:

- **Provide outreach to employers, industry associations, and other potential apprenticeship program sponsors. Additionally, the offeror would make "sales calls" on Registered Apprenticeship to employers to gain commitments to develop new programs and create apprentices.** We are looking for how you would conduct and outreach campaign to your current and new employers that would adopt apprenticeships and onboard apprentices into their newly-developed programs.
- **Create and disseminate marketing materials on apprenticeships to the selected industries.** We want to understand your abilities and past experience in developing a marketing campaign for employers, companies and others to take action in workforce development and/or adopting apprenticeships. Offerors will explain how they executed the marketing campaign and detail the outcomes from their efforts.

In particular for **Task 3**, explain how the offeror would work with the industry in developing:

- **Two new (or significantly revised) nationally-recognized model National Guideline Standards or National Program Standards** that would be sponsored by a national employers and have the capability to for greater national adoption by your selected SEAs industry.
- **Establish 10 Local Registered Apprenticeship Programs with Employers.** The contractor shall develop a minimum of ten local Registered Apprenticeship programs in collaboration with employers, companies, colleges and other key relationships during the period of the contract in collaboration with USDOL and SAAs. (Local Registered Apprenticeship programs may also be counted against those programs that are under the umbrella of an NGS agreement.) Activities include:
 - Outreach to employers;
 - Development of Registered Apprenticeship Standards;
 - Launch of Registered Apprenticeship programs and onboarding of apprentices.
 - Provide such assistance for at least 10 employers or organizations per annum.
- **Technical assistance provided 10 entities (i.e., companies, employers, unions, and others) in hiring and/or retaining diverse populations of apprentices into their apprenticeship programs.** Assistance shall be provided in developing inclusion and diversity plans that meet the requirements for registration with USDOL and/or SAAs.
 - The contractor shall provide technical assistance to the aforementioned 10 entities in reviewing current on-boarding processes and models of support, such as pre-apprenticeships and act as a connector to supportive services for the employers' apprentices.
 - Examples of activities would include supporting sector and career pathway strategies that align community based organizations' support for apprenticeships or additional Federal or State Funding that supports apprentices' persistence in apprenticeships, such as transportation, childcare, or tuition subsidies, etc.

For **Task 4**, explain how your organization would provide:

- Employer outreach to attract new and existing employers and registered apprenticeship sponsors attend the events, including leveraging offeror's networks;
- Technical assistance services for employers attending the industry's SEA (especially for rapid registration of apprenticeship programs with USDOL or the SAA). At a minimum that would include:
 - Assistance with identifying available related technical instruction;
 - Pre-populated apprenticeship standards;
 - On-the-Job Training outlines;
 - Connections to OA and SAA staff;
 - Technical advice on utilizing Registered Apprenticeship in the selected industry's occupations; and
 - Opportunities to utilize state and federal funding.

For **Task 5**, please detail your experience in organization of and contribution toward creating an inventory of curricula and technical assistance materials including but not limited to RTI outlines, on-the-job training outlines, competency-based occupational frameworks and aligning apprenticeship with post-secondary credit and industry recognized credentials for the selected industries. Include any experience in collaborating with other entities or partners in researching apprenticeship occupational skills and competencies from a wide array of sources, both domestic and international and compilation of best education and training information available to prospective and current apprenticeship program sponsors and affiliated employers.

Task 6, please detail your experience with working with subcontractors in the delivery of products and/or services -- especially as it

relates to workforce development and/or training. Detail how your organization ensured that the product (i.e., classroom training, curricula, and design of training, equipment) was delivered in-full and on schedule. Innovation in delivery of funds to maximize the number of apprenticeships developed and showcasing your organization's ability to execute and deliver the highest number of quality trainees (apprentices) for the lowest cost will also be valued. Finally, explaining your experience in ensuring viability and sustainability of training programs is equally important.

3.0. Individual Staff Experience and Qualifications

Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project, and the adequacy of the time commitment for each individual in relation to the specific tasks that they will perform. Accordingly, the Government, in its evaluation of the contractor's proposal, will place considerable emphasis on the contractor's commitment of personnel qualified for the work involved in accomplishing the assigned tasks.

- The offeror shall provide sufficient information for judging the quality and competence of staff proposed to be assigned to carry out the tasks for DOL to assure that they meet the required qualifications.
- The contractor shall provide a discussion of the qualifications of all the individuals proposed for specific tasks. The discussion should identify the labor category for each individual or consultant/subcontractor, as well as a list of task(s) given in the Statement of Work (SOW) to which each individual will be assigned. The discussion shall also include a description of the individual's experience and qualifications, as well as an explanation of how the individual's experience and qualifications relate to/are relevant to all of the SOW tasks for which he or she will be assigned. The discussion shall also indicate the estimated time commitment for this contract for each proposed individual/consultant/subcontractor for all the SOW tasks that they are assigned, (i.e., full time, half time, quarter time, or estimated hours per work week).
- Where subcontractors or outside assistance are proposed, organizational control and specific responsibilities with respect to all tasks shall be clearly delineated so as to demonstrate and ensure responsiveness to the needs of the Government. Commitment letters should be included as attachments and do not count against the page limit.
- The response shall also include:
 - A personnel chart listing all professional personnel (including outside consultants) and their availability for these tasks:
 - Names, project roles, qualifications, and experience of all professional personnel (including outside consultants);
 - Their education, skills, and previous similar work experience—specifically with respect to their proposed task responsibilities, shall be discussed.
 - Current employment status of personnel proposed for work (i.e., whether the personnel are currently employed by the contractor or are dependent upon planned recruitment or subcontracting).
 - A **resume** for each **Key professional person proposed**. At a minimum, the resume shall include:
 - The individual's current employment status and previous work experience, including position title, dates in positions, duties performed, and employing organization. Duties should be clearly defined in terms of the role performed.
 - A statement describing the relevant work that the individual has completed or which is currently undertaking.
 - The individual's educational background.

M - Evaluation Factors for Award

SECTION M – EVALUATION FACTORS FOR AWARD

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

M.1 Factor 1 - Relevant Experience, Industry Acumen, and National Scope

The offeror shall describe their relevant experience for developing the content and providing guidance to OA leadership in expanding the use of occupational competency-based and hybrid apprenticeship training approaches to its customers, and also their relevant experience in occupational competency-based training development processes. The relevant experience shall be for current contracts/task orders that were awarded to the offeror within the past five (5) years. The offeror shall submit a minimum of three (3) and no more than five (5) Project References which are descriptions of current and/or past contracts (Federal, state and local government and private) for efforts most relevant to the requirements of this contract.

Key personnel who have relevant experience, and subcontractors that will perform major or critical aspects of this contract shall be provided. The offeror shall describe in detail and illustrate how their work experience is relevant to each of the six (6) Tasks (1 thru 6), given under section 4.0 TASKS, starting on page D-3. The required information shall include the name and identifying contract number of the project, the contracted amount, the tasks accomplished under the project, the period of performance for the contract and a contact with telephone number at the contracting entity. In addition, offerors shall describe any problems encountered on the identified contracts and the offerors' corrective actions.

The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's relevant work experience. Some examples of consideration will include:

- Demonstrated experience in providing sector based outreach and marketing to industry and employer representatives on apprenticeships and/or work-based learning. We will also evaluate your organization's success and experience in sales and marketing to companies and employers (esp. in the area of apprenticeships and work-based learning).
- Demonstrated experience in occupational training development processes, including occupational and job task analyses thoroughly performed; knowledge of Registered Apprenticeship; and a track record in facilitating collaboration among high level industry personnel to meet on apprenticeships, work-based learning (or closely related topic), that benefited and showed success in the applicant's selected Industries.
- Demonstrated experience in providing industries with technical assistance on occupations, competencies, instruction, and on-the job training, particularly targeted to companies in the applicant's selected Industries. Moreover, we will evaluate your relevant experience in providing quality customer service, especially to the United States Government, companies, industry associations, employers, and others.
- Offeror's abilities to reach an industry-wide and national audience of potential employers to adopt apprenticeships. Illustrate national-level relationships with other organizations that would provide for an industry-wide reach (if not possible by a single entity or applicant).
- Ability to fully provide support and expertise for the offeror's selected SEA industry its sub-industries. The offeror should demonstrate relationships to leverage national-level organization(s) expertise and infrastructure to reach a national-level audience for the industry.

PLEASE BE ADVISED THAT OFFERORS SHALL BE EVALUATED UNDER THIS FACTOR BASED ON THE FOLLOWING:

- How relevant is the offeror's current or past experience (within the last 5 years) to the six (6) Tasks (1 thru 6).
- The quality and level of detail of the offeror's submitted Project References, which must be consistent, and its presentation clear and concise.
- The demonstrated experience and ability to successfully assist companies and organizations to develop and adopt work-based learning programs (especially apprenticeships) and experience providing technical assistance to employers in developing skills, competencies and education resulting in a greater skilled workforce.

- The effectiveness of the offeror's proposed Partnerships in providing service to employers in the multiple industries in a variety of occupations.
- The effectiveness of the offeror's proposed National Structure in providing employers with services being available nationally, especially how the offeror will utilize affiliate organizations to provide services in all 50 states.
- The effectiveness of the offeror's proposed Technology solution in reaching employers.

M.2 Factor 2 – Technical Approach

The proposal shall provide a detailed description of how the contractor will meet the technical requirements of each of the tasks (listed in Section C.4) that demonstrates added value beyond reiterating the required tasks. The description shall include references to current or past projects where similar tasks were successfully executed.

PLEASE BE ADVISED THAT OFFERORS SHALL BE EVALUATED UNDER THIS FACTOR BASED ON THE FOLLOWING:

- The quality and level of detail of the offeror's Factor 2 technical approach or plan, which must be sound, consistent, and its presentation clear, concise and likely to lead to its successful completion.
- Did the offeror respond to all six (6) Tasks and their requirements/activities?
- How well the offeror demonstrates experience implementing similar tasks to the 6 tasks in the RFP.
- The demonstrated ability to Project Manage similar contracts with various timetables and varying levels of complexity.

The proposal shall provide a detailed approach to the performance of each of the six (6) Tasks described in Section C.4 and the Deliverables described in Section F.1, which provide OA with Technical Support on special projects that advance the furtherance of Registered Apprenticeship. We are interested in the contractor's experience, technical capabilities, as well as your approach in collaborating with the selected industries, employers, schools, and other key stakeholders in providing the six (6) requested tasks. We will also appraise your approach, and how well you leverage existing resources to developing industry-driven apprenticeships.

For **Task 2**, Conduct Sector Based Outreach and Recruitment, we will evaluate:

- Your abilities, industry experiences, and relationships that would be leveraged to provide outreach to employers, industry associations, and other potential apprenticeship program sponsors on the value of Registered Apprenticeships.
- Your abilities, experience and relationships that will be utilized to develop registration standards for new apprenticeship programs. We will determine the offeror's knowledge of registered apprenticeship, the selected industry's occupational skills and competencies, knowledge of apprenticeship models, and creativity in developing a common template that is most appropriate for employers' apprenticeships that could be widely adopted.
- The offeror's ability and experience to create and disseminate marketing materials on apprenticeships to the selected industries on a national scale. We want to understand your abilities and past experience in developing a marketing campaign that targets employers, companies and others to take action in workforce development and/or adopting apprenticeships.

For **Task 3**, we will assess your experience, knowledge, skills and abilities in developing Registered Apprenticeship Standards or other work-based learning standards. We will evaluate the details of your industry experience, and review any innovations that the offeror would bring in developing different models of apprenticeships that could be nationally adopted. We will also want to know your experience in assisting underserved populations into work-based learning experiences.

For **Task 4**, we will review your experience and abilities to provide:

- Industry outreach, and utilizing networks to bring industry together
- Technical assistance services for employers in the targeted SEA industries or non-targeted industry sectors. At a minimum that would include your knowledge, skills and abilities to provide:
 - Assistance with identifying available related technical instruction;
 - Pre-populated apprenticeship standards;
 - On-the-Job Training outlines;
 - Connections to OA and SAA staff;
 - Technical advice on utilizing Registered Apprenticeship in the selected industries' occupations; and
 - Opportunities to utilize state and federal funding.

For **Task 5**, we will review your knowledge, skills, and experience in the design of apprenticeship templates, related technical instruction outlines, occupational research, and building inventories of skills and competencies for industry or employers. We value past experience in doing job analysis and task verification for a training program. Moreover, we'll want to know your experience with competency-based apprenticeship programs and aligning apprenticeship programs with post-secondary education (including providing college credit for work-based learning and/or apprenticeships) and industry-recognized credentials. Most of all, DOL will review your success in designing effective apprenticeship programs or work-based learning in your selected industry, and your ability to expand to new employers in the offeror's selected SEA Industry.

For **Task 6**, we will evaluate your experience with working with subcontractors in the delivery of products and/or services -- especially as it relates to workforce development and/or training. Additionally, DOL review the offeror's timeliness and ability to deliver a product in full. Last, DOL will assess the ability and experience to innovate in delivery of funds (for apprenticeships), and in ensuring viability and sustainability of training programs of your targeted employers for Registered Apprenticeship expansion.

M.3 Factor 3 - Individual Staff Experience and Qualifications

Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project, and the adequacy of the time commitment for each individual in relation to the specific tasks that they will perform. Accordingly, the Government, in its evaluation of the contractor's proposal, will place considerable emphasis on the contractor's commitment of personnel qualified for the work involved in accomplishing the assigned tasks.

- The offeror shall provide sufficient information for judging the quality and competence of staff proposed to be assigned to carry out the tasks for DOL to assure that they meet the required qualifications.
- The contractor shall provide a discussion of the qualifications of all the individuals proposed for specific tasks. The discussion shall identify the labor category for each individual or consultant/subcontractor, as well as a list of task(s) given in the Statement of Work (SOW) to which each individual will be assigned. The discussion shall also include a description of the individual's experience and qualifications, as well as an explanation of how the individual's experience and qualifications relate to/are relevant to all of the SOW tasks for which he or she will be assigned. The discussion shall also indicate the estimated time commitment for this contract for each proposed individual/consultant/subcontractor for all the SOW tasks that they are assigned, (ie full time, half time, quarter time, or estimated hours per work week).
- Where subcontractors or outside assistance are proposed, organizational control and specific responsibilities with respect to all tasks shall be clearly delineated so as to demonstrate and ensure responsiveness to the needs of the Government.
- The response shall also include:
 - A personnel chart listing all professional personnel (including outside consultants) that might be available for these tasks professional personnel (including outside consultants):
 - Names, project roles, qualifications, and experience of all professional personnel (including outside consultants);
 - Their education, skills, and previous similar work experience—specifically with respect to their proposed task responsibilities, shall be discussed.
 - Current employment status of personnel proposed for work (i.e., whether the personnel are currently employed by the contractor or are dependent upon planned recruitment or subcontracting).
 - A **resume** for each **Key professional person proposed**. At a minimum, the resume shall include:
 - The individual's current employment status and previous work experience, including position title, dates in positions, duties performed, and employing organization. Duties should be clearly defined in terms of the role performed.
 - A statement describing the relevant work that the individual has completed or which is currently undertaking.
 - The individual's educational background.

PLEASE BE ADVISED THAT OFFERORS SHALL BE EVALUATED UNDER THIS FACTOR BASED ON THE FOLLOWING:

- How well the offeror demonstrates its ability to recruit, retain, and provide highly skills and qualified personnel and its ability to provide appropriate staffing resources under widely fluctuating workloads

- How well the offeror demonstrates the qualifications of the individuals to be assigned to the tasks. Offeror's resumes should clearly demonstrate the individuals experience, current employment status and previous work experience, including position title, dates in position, duties performed, and employing organization.
- How well the individuals' resumes demonstrate educational background.
- How well the individuals' working experience assigned to the project align with/are relevant to the SOW tasks.
- Will the proposed time commitment for this contract for each proposed individual/consultant/subcontractor skill levels enable them to meet or exceed the SOW task requirements?

M.4 Factor 4 - Past Performance

Factor 4 is the Offeror's Past Performance Information contained in the PERFORMANCE INFORMATION RETRIEVAL SYSTEM – STATISTICAL REPORTING (PPIRS-SR), or the offerors solicited and completed past performance references from current Government clients using the form attached (Attachment A).

M.5 Factor 5 - Price

The Offeror shall provide Pricing as requested in Section B.

M.6 METHOD OF AWARD

Evaluation Criteria

The following factors are presented in descending order of importance:

1. Factor 1 - Relevant Experience, Industry Acumen and National Scope
2. Factor 2 - Technical Approach
3. Factor 3 - Individual Staff Experience and Qualifications
4. Factor 4 - Past Performance
5. Factor 5 - Price

Basis For Award (Best Value)

The Government intends to evaluate proposals based on the evaluation criteria listed above and make award without discussions to the offerors. However, the Government reserves the right to conduct discussions if the Contracting Officer determines that it is necessary. Therefore, the offer should contain the best terms from a price and technical standpoint.

Contract award will be made to the responsive responsible Offeror whose proposal, conforming to the requirements, is determined to provide the "best value" to the Government, which may not necessarily be the proposal offering the lowest price nor receiving the highest technical rating.

Although non-price factors are significantly more important than price, the importance of price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the solicitation, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.